FILED
JAN- 2 1968
LAURENCE K. HENIGAN, Clerk
By Helen E. Thomas Deputy

AGREEMENT NO. 68-1

LEASE

THIS LEASE made and entered into this 13 day of November, 1967, by and between the COUNTY OF YOLO, State of California, hereinafter referred to as COUNTY, and the CITY OF DAVIS, a Municipal Corporation, hereinafter referred to as CITY,

W I T N E S S E T H :

IN CONSIDERATION FOR THE COVENANTS of COUNTY, CITY hereby leases to COUNTY under the following terms and conditions that certain real property located in the County of Yolo, State of California, which is more particularly described in Exhibit "A" attached hereto, which Exhibit "A" is hereby incorporated by reference as if set forth at length herein:

1. The term shall be ninety-nine (99) years, commencing on the date first above written; provided, however, this CITY may terminate this lease by written notice within thirty (30) days after the fifth anniversary of commencement of the term if there shall not be in operation at that anniversary upon the leased property a library maintained by or on behalf of COUNTY.
2. No rent shall be payable to CITY.
3. The premises leased herein shall be used only for library and attendant purposes, including landscaping and parking.

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4. Subject to the provisions of the following paragraphs, COUNTY shall construct, repair and maintain any and all improvements or landscaping placed upon the leased premises and shall provide for any desired utilities.
5. No improvements shall be placed upon the leased premises without prior review and written approval of improvement plans by the City Council of CITY.
6. Prior to expiration of the term of this lease, COUNTY

shall remove all improvements from the leased premises and COUNTY shall restore the leased premises to the same condition that said premises were in at the commencement of the term.

7. COUNTY shall save CITY harmless from any and all liability or claim thereof for personal injuries, property damage or for loss of life or property resulting from or in any way connected with the condition or use of the leased premises.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

ATTEST:
LAURENCE P. HENIGAN,
COUNTY CLERK

By _____ Deputy

COUNTY OF YOLO, a political subdivision of the State of California

BY: _____
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

THE CITY OF DAVIS, a Municipal Corporation

BY: Kent Gill
MAYOR

ATTEST:

Howard L. Reese
City Clerk

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STATE OF CALIFORNIA,
County of Yolo } ss.

On this 27th day of November in the year one thousand nine hundred and sixty-seven before me, Muriel M. Morris, a Notary Public in and for the County of Yolo, State of California, duly commissioned and sworn, personally appeared Howard L. Reese and Kent Gill known to me to be the City Clerk and Mayor of the corporation described in and that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Yolo the day and year in this certificate first above written.

MURIEL M. MORRIS
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
YOLO COUNTY

Muriel M. Morris
Notary Public in and for the County of Yolo State of California.

Cowdery's Form No. 28—(Acknowledgment—Corporation). (C. C. Secs. 1190-1190.1) 17666

My Commission Expires November 7, 1969

EXHIBIT "A"-

A portion of Section Ten (10), Township Eight (8) North, Range Two (2) East, M.D.B.& M. in the City of Davis, Yolo County, California more fully described as follows:

COMMENCING at the Southwest corner of the North Davis Elementary School parcel as shown on that Record of Survey filed in the Office of the County Recorder in Map and Surveys Book 8, page 16, said point being in the centerline of 14th Street (80.00) feet wide; thence North 15° 31' 15" West along the West line of said school parcel 198.07 feet to the TRUE POINT OF BEGINNING; THENCE continuing along said West line North 00° 09' 50" West 95.33 feet; thence leaving said WEst line South 74° 28' 45" West 25.25 feet; thence South 15° 31' 15" East 91.93 feet to the true point of beginning.

Containing 0.027 acres, more or less

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FILED
JAN - 2 1968
LAURENCE P. HENGAN, Clerk
By [signature] Deputy

AGREEMENT NO. 68-2

(Yolo County Communications Department Service Agreement)

THIS AGREEMENT made and entered into this 1st day of December, 1967, by and between the COUNTY OF YOLO, hereinafter called COUNTY, and Esparto Fire District, hereinafter called OWNER, each political subdivisions of the State of California.

WHEREAS, it is the desire of OWNER that the COUNTY service, repair, and maintain all of the communications equipment of OWNER; and

WHEREAS, it is the desire of the COUNTY to service, repair, and maintain the said communications equipment of OWNER.

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. That COUNTY will, when notified by said OWNER, service, repair, and maintain the said communication equipment; said OWNER shall allow the Yolo County Communications Department a reasonable amount of time to arrive at the location where said equipment to be serviced, repaired, or maintained is situated.

2. It is mutually agreed that the COUNTY shall charge, and the OWNER shall pay to the COUNTY, the following amounts as indicated for the services, repair, and maintenance listed herein.

(a) Seven and 50/100 dollars ($7.50) per man hour shall be charged for labor. All labor charges shall commence upon leaving the county shop and will terminate upon return to the county shop.

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(b) All parts and materials used by the Yolo County Communications Department shall be charged for at the rate of COST PLUS TEN PERCENT (10%).

(c) Required F.C.C. measurements shall be charged at the rate of seven and 50/100 dollars ($7.50) per transmitter; HOWEVER, it is further agreed that the rates charged for this service does not include labor or repairs to the equipment.

(d) Standard mobile installations shall be thirty dollars ($30.00) plus material.

(e) Removal of mobile units shall be seven and 50/100 dollars ($7.50) each.

(f) The charge for actuating and testing the siren for the OWNER will be five dollars ($5.00) per month (where applicable). All tests will be conducted at the discretion of said fire district, but in no case will the tests be conducted less than once each week.

3. It is mutually agreed that the OWNER shall hold the COUNTY harmless for any damage or injury to person or property which may result from the failure, for any and all reasons, of the Yolo County Communication Department in fulfilling the terms of this agreement.

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4. It is mutually agreed that this agreement shall remain in force until the same is terminated by either party hereto by giving sixty (60) days notice in writing to the other party of their intention to terminate same.

DATED this 14th day of November, 1967.

COUNTY OF YOLO

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK
BY _____
DEPUTY

(SEAL)

OWNER

Capay Valley Fire District

_____

Board of Supervisors

FILED

JAN - 2 1968

LAURENCE P. HERIGAN, Clerk
By Dolores C. Lucas
Deputy

AGREEMENT NO. 68-3

(Yolo County Communications Department Service Agreement)

THIS AGREEMENT made and entered into this 2nd day of January, 1968, by and between the COUNTY OF YOLO, hereinafter called COUNTY, and ESPARTO FIRE PROTECTION DISTRICT, hereinafter called OWNER, each political subdivisions of the State of California.

WHEREAS, it is the desire of OWNER that the COUNTY service, repair, and maintain all of the communications equipment of OWNER; and

WHEREAS, it is the desire of the COUNTY to service, repair, and maintain the said communications equipment of OWNER.

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. That COUNTY will, when notified by said OWNER, service, repair, and maintain the said communication equipment; said OWNER shall allow the Yolo County Communications Department a reasonable amount of time to arrive at the location where said equipment to be serviced, repaired, or maintained is situated.

2. It is mutually agreed that the COUNTY shall charge, and the OWNER shall pay to the COUNTY, the following amounts as indicated for the services, repair, and maintenance listed herein.

(a) Seven and 50/100 dollars ($7.50) per man hour shall be charged for labor. All labor charges shall commence upon leaving the county shop and will terminate upon return to the county shop.

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(b) All parts and materials used by the Yolo County Communications Department shall be charged for at the rate of COST PLUS TEN PERCENT (10%).

(c) Required F.C.C. measurements shall be charged at the rate of seven and 50/100 dollars ($7.50) per transmitter; HOWEVER, it is further agreed that the rates charged for this service does not include labor or repairs to the equipment.

(d) Standard mobile installations shall be thirty dollars ($30.00) plus material.

(e) Removal of mobile units shall be seven and 50/100 dollars ($7.50) each.

(f) The charge for actuating and testing the siren for the OWNER will be five dollars ($5.00) per month (where applicable). All tests will be conducted at the discretion of said fire district, but in no case will the tests be conducted less than once each week.

3. It is mutually agreed that the OWNER shall hold the COUNTY harmless for any damage or injury to person or property which may result from the failure, for any and all reasons, of the Yolo County Communication Department in fulfilling the terms of this agreement.

4. It is mutually agreed that this agreement shall remain in force until the same is terminated by either party hereto by giving sixty (60) days notice in writing to the other party of their intention to terminate same.

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DATED this 2nd day of January, 1968.

COUNTY OF YOLO

BY W W Cramer
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

OWNER - ESPARTO FIRE PROTECTION DISTRICT

John R Kelsey

F S Butterfield

CONSTRUCTION AGREEMENT - Page 1

FILED

JAN 29 1968

LAURENCE P. HENIGAN, Clerk

By PETE E. LUCAS Deputy

AGREEMENT NO. 68-4

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT made the 19th day of January, 19 68, by and between Campbell Construction Company hereinafter called CONTRACTOR, and the COUNTY OF YOLO, a political subdivision, hereinafter called OWNER,

W I T N E S S E T H:

That CONTRACTOR and OWNER for the considerations hereinafter named agree as follows:

ARTICLE I. SCOPE OF WORK

In accordance with the terms of this agreement and the Contract Documents referred to herein, CONTRACTOR agrees at CONTRACTOR'S own cost and expense to provide all materials, labor, taxes, services, insurance, transportation, facilities and incidentals necessary, convenient and proper in order fairly to perform in a workmanlike manner faithfully and fully the work set forth in the drawings and specifications entitled "New Yolo County Jail and Offices" prepared by Robert E. Crippen, A.I.A. Alfred J. Graf, A.I.A., Architects Associated, hereinafter called ARCHITECT.

ARTICLE II. CONTRACT DOCUMENTS.

The Contract Documents consist of the following:

Notice to Bidders

Instructions to Bidders

Proposal Form

Construction Agreement

Faithful Performance Bond

Labor and Materials Bond

General Conditions

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Supplementary Conditions

Drawings

Specifications,

together with all modifications and addenda included in these documents before their execution. All contract documents are complementary so that work or agreements called for in one and not mentioned in another are to be executed as though mentioned in all, and each and every difference of opinion respecting the same shall be finally determined by the Architect.

ARTICLE III. EXTRA WORK.

The work to be performed under this Construction Agreement shall not be altered or changed in any manner unless Architect shall first so order. Whenever any such change or alteration is so ordered, the particular change of alteration shall be specified in writing and the cost thereof agreed upon between OWNER and CONTRACTOR, In no case shall OWNER pay or become liable to pay for any extra work done on or extra material furnished upon, in or about said work, save and except as otherwise provided for in said drawings and specification; said drawings and specifications shall control in all particulars.

ARTICLE IV. CONTRACT TIME.

A. Time. The CONTRACTOR shall start the work to be performed under this contract within five (5) calendar days after having been given written notice to proceed by the OWNER. Said work shall be diligently prosecuted to completion. The work shall be completed within 500 calendar days after date of start of construction.

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B. Extension of Time. Extensions of time shall be granted to the CONTRACTOR for delays in the completion of the work caused by Acts of God or of the public enemy, Act of the State, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, shortages of materials, labor, fixtures or equipment (provided that the CONTRACTOR furnishes satisfactory and acceptable proof that he has made diligent attempts to obtain same), and severe weather -- or delay of sub-contractors due to such causes provided that the CONTRACTOR shall notify the OWNER, in writing, of the causes of delay within 10 (10) days from the beginning of any such delay, and the OWNER shall ascertain the facts and extent of the delay, and its findings of the facts thereon shall be final and conclusive.

C. Damages. Should the CONTRACTOR fail to complete this agreement and the work provided herein within the time fixed for such completion, due allowance being made for the contingencies provided for herein, the CONTRACTOR shall become liable to OWNER for all loss and damages which the latter may suffer on account thereof.

D. Liquidated Damages. It is hereby understood and agreed that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which OWNER will sustain in the event of, and by the reason of delay in performance of this agreement; and it therefore agreed that CONTRACTOR will pay to OWNER the sum of $ 200.00 per each day and each day's delay beyond the time herein prescribed in finishing the said work, as liquidated damages; CONTRACTOR agrees to pay said liquidated damages as herein provided and in case the same shall not be paid, agrees that OWNER may deduct the amount thereof from any money due or that may become due CONTRACTOR under this Construction Agreement, in addition to any other remedy that may be available to OWNER.

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Article V. CONTRACT SUM.

In consideration of the agreements on the part of CONTRACTOR and the strict and literal fulfillment of each and every such agreement and as compensation agreed upon for said work OWNER agrees to pay for the performance of the Contract subject to additions or deductions provided for therein, the sum of One Million Two Hundred Thirty Six Thousand Six Hundred Eighty Six DOLLARS ($1,236,686.00) in legally executed warrants of the OWNER in progress payments in the manner set forth in the Contract Documents. Said sum represents the base bid together with the following accepted alernates as set foth in the CONTRACTOR'S accepted bid: Alternate #1, #2, #3, and #4 .

ARTICLE VI ALIEN LABOR.

A. General. Pursuant to the provisions of SS 1850 to 1854, inclusive, of the Labor Code of California, no contractor or sub-contractor or agent or representative thereof shall knowingly employ or cause or allow to be employed on this public work any alien--meaning thereby any person not a born or fully naturalized citizen of the United States except aliens admitted to the United States under the provisions of the Refugee Relief Act of 1953 -- except in cases of extraordinary emergency caused by fire, flood, or danger to life or property, or except on work upon public, military or naval defenses or works in time of war.

B. Reporting. Within thirty days after any alien is permitted to work upon this public work due to an extraordinary emergency, the contractor shall file with the OWNER a verified report setting forth the nature of the extraordinary emergency, the name of the alien, and the date he was permitted to work. Failure to file the report within the thirty-day period shall be prima facie evidence that no extraordinary emergency existed. Every contractor and subcontractor shall keep an accurate record showing the name and citizenship of each workman employed by him, in connection with the public work.

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The record shall be kept open at all reasonable hours to the inspection of the OWNER and the Division of Labor Enforcement.

C. Penalty. For each violation of the above stipulation, CONTRACTOR shall forfeit to the OWNER as a penalty the sum of Ten Dollars ($10.00) for each alien knowingly employed in the execution of this agreement, by him or by any subcontractor under him, for each calendar day or portion thereof during which such alien is permitted or required to labor in violation of this stipulation and the provisions of said Labor Code.

ARTICLE VII. HOURS OF LABOR.

A. General. Eight hours of labor shall constitute a legal day's work upon all work done hereunder and forty hours of labor shall constitute a legal week's work upon all work done hereunder. It is expressly stipulated that no workmen employed at any time by the CONTRACTOR or by any subcontractor or sub-subcontractors under this project upon the work or upon any part of the work contemplated by this contract shall be required or permitted to work thereon more than eight hours in any one calendar day and forty hours in any one calendar week except as provided in SS 1810 to 1815, inclusive, of the Labor Code of California, all the provisions whereof are deemed to be incorporated herein.

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B. Reporting. CONTRACTOR and any subcontractor or sub-contractors under this contract shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each workman employed in connection with the work or upon any part of the work contemplated by this contract. The records shall be kept open at all reasonable hours to the inspection of the Board of Supervisors of the OWNER and to the Division of Labor Law Enforcement.

C. Penalty. It is further expressly stipulated that for each and every violation of this stipulation said CONTRACTOR shall forfeit as a penalty to the OWNER Twenty-five Dollars ($25.00) for each workman employed in the execution of this contract or by any subcontractor under this contract for each calendar day during which said workman is required or permitted to labor more than forty hours, and said labor is in violation of the provisions of said sections of the Labor Code.

ARTICLE VIII. PREVAILING WAGES.

A. Wage Rates. Pursuant to S 1773 of the Labor Code of California, the Board of Supervisors of the OWNER has ascertained the general prevailing rate of per diem wages and rates for legal holiday and overtime work in the locality in which this work is to be performed for each craft or type of workman or mechanic needed to execute this contract. The prevailing rates so determined, which must be complied with as a minimum, are as set forth by the Building and Construction Trades Council of Sacramento-Yolo Counties, and are as follows:

The per diem wage is the hourly wage rate multiplied by the number of hours constituting a working day. The following hourly wage rates are based on an eight hour day, forty hour week, Monday through Friday inclusive with the exception of Painters, whose rates are based on a seven and one half hour day, thrity seven and one half hour week:

	RATE	OVERTIME
ASBESTOS WORKER	6.20	12.40
" FOREMAN	(+25¢)	
BOILERMAKER	6.00	12.00
" HELPER	5.70	11.40
" FOREMAN	6.50	13.00
CARPENTER	5.205	**
" FOREMAN	5.705	**
CARPET & LINOLEUM LAYER	5.63	11.26
" FOREMAN	6.05	12.10
BRICK LAYER	5.15	10.30
" FOREMAN	(+ 1 hr. straight time per day)	
DRYWALL INSTALLER	5.285	10.57
ELECTRICIAN	6.20	12.40
" FOREMAN	7.13	14.26

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	RATE	OVERTIME
ENGINEERS	(See Building & Construction Trades Council of Sacto-Yolo)	
GLAZIER	5.20	***
HOD CARRIER - BRICK	4.055	8.11
" - PLASTER	4.35	8.70
IRON WORKER - STRUCTURAL	6.46	12.92
" - REINFORCING	6.06	12.12
LABORERS	(See Building & Construction Trades Council of Sacto-Yolo)	
LATHER	5.15	10.30
" FOREMAN	5.55	11.10
MILLMEN	3.96	*
PAINTER - BRUSH	5.22	******
" - SPRAY	(See Agreement)	
FOREMAN	(See Agreement)	
PLASTERER	5.15	10.30
" FOREMAN	(+ $2.00 per day)	
PLUMBER	6.82	13.64
" FOREMAN	7.49	14.98
REFRIGERATION FITTER	6.82	13.64
" FOREMAN	7.49	14.98
ROOFER	4.67	*****
" FOREMAN	5.17	*****
SHEET METAL WORKER	6.426	12.852
" FOREMAN	(+ 8%)	
STEAM FITTER	6.82	13.64
TILE FITTER	5.16	10.32
" HELPER	3.805	7.61

All other trades not specifically mentioned shall receive wages prescribed for that particular craft or type of workman by the Building and Construction Trades Council of Sacramento-Yolo Counties.

B. Stipulation. It shall be mandatory upon the contractor to whom the contract is warded and upon any subcontractor under him to pay not less than the said specified rates to all laborers, workmen and mechanics employed by them in the execution of the Contract.

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C. Apprentices. Properly indentured apprentices may be employed upon this work. In accordance with S 1775.5 of the Labor Code of California, such apprentices must be in training upon apprenticeship standards and written apprenticeship agreements pursuant to S 3070, et seq. of the Labor Code of California

(a corporation)
and acknowledged to me that he subscribed the name of said Corporation thereto

and the employment of such apprentices shall be in accordance with the provisions of such apprenticeship standards and apprentice agreements. Every such apprentices shall be paid the standards wage paid to apprentices under the regulations of the trade at which he is employed and shall be employed only at the work of the trade to which he is indentured.

D. Records. The contractor and each subcontractor shall keep or cause to be kept an accurate record showing the names and occupations of all laborers, workmen, and mechanics employed in connection with the execution of this agreement or any subcontracts thereunder and showing also the actual per diem wages paid to each of said workers which record shall be open at all reasonable hours to the inspection of the OWNER, its officers and agents and to the Division of Labor Law Enforcement.

E. Penalty. Pursuant to the provisions of SS 1770 to 1780, inclusive, of the Labor Code of California, it is hereby agreed and stipulated that contractor shall forfeit to the Owner as a penalty, Twenty-five Dollars ($25.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman or mechanic is paid less than the said stipulated rates for any work done under this agreement by him or any subcontractor under him.

F. Unlisted Trades. All skilled labor not listed above that may be employed shall be paid not less than the union wage scale for such labor in the locality where such work is being performed. In case it becomes necessary for the contractor or any subcontractor to employ on the work under this contract any person in the trade or occupation (except executive, supervisory, administrative, clerical or other non-manual workers as such) for which no minimum rate is herein specified, the contractor shall immediately notify the OWNER who will promptly thereafter determine the prevailing rate for such additional trade or occupation and shall furnish contractor with the minimum rate base thereon. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from

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the time of the initial employment of the person affected and during the continuance of such employment.

ARTICLE IX. DOMESTIC MATERIALS

In accordance with the provisions of SS 4300 to 4305, inclusive, of the Government Code of California, only unmanufactured materials produced in the United States , and only manufactured materials manufactured in the United States, shall be used in the performance of this contract, except however, those which fall within the pervue of SS 4301 and 4302, and those purchased under contract within the pervue of S 4303.5 of the Government Code.

ARTICLE X. SUBCONTRACTORS.

It is hereby understood and agreed that the provisions of the sub-letting and subcontracting Fair Practices Act, Government Code SS 4100 through 4113 shall be binding upon the parties hereto, and by this reference are deemed incorporated in this agreement to the same effect as if set forth herein in full.

ARTICLE XI. WORKMEN'S COMPENSATION.

In accordance with the provisions of S 3700 of the California Labor Code, CONTRACTOR will be required to secure the payment of compensation to his employees.

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ARTICLE XII. BONDS

CONTRACTOR shall furnish and deliver to OWNER for its approval upon the execution of this Construction Agreement two good and sufficient bonds issued by a surety company authorized to do business in the State of California and shall maintain such bonds during the entire life of the Construction Agreement. One such bond shall be in the sum of One Hundred Percent (100%) of the contract sum and shall be conditioned for the faithful performance of said CONTRACTOR of this agreement according to the terms and provisions herein.

The second bond shall be a labor and materials bond in the sum of not less than one-half of the contract sum in accordance with and in the form required by SS 4200 to 4208, inclusive, of the California Government Code. No pre-payment or delay in payment, change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompnaying the same and no forebearance on the part of OWNER shall in anywise affect the obligations of the surety on the bonds, and the surety does hereby waive notice of and consents to any such payment, change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specification and forebearance and said surety does hereby waive the provisions of SS 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, the parties hereto have executed this Construction Agreement the day and year first above written.

CONTRACTOR: OWNER:

Campbell Construction Co. of Sacramento COUNTY OF YOLO

BY W. R. Campbell BY [illegible]
CHAIRMAN OF BOARD OF SUPERVISORS

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ATTEST:

LAURENCE P. HENIGAN, CLERK

BY [illegible] (SEAL) DEPUTY

Approved as to form
JAN 29 1968
[illegible]
County Counsel of Yolo County

[illegible] COMPANY OF NEW YORK
[illegible] (a Corporation)

the months of March, April, May and June, 1968. Thereafter for the balance of the term of this agreement, LESSEE agrees to pay LESSOR the sum of $300.00 per month payable in advance at Woodland, California, on or about the first day of each month.

3. LESSOR agrees to pay all real estate taxes assessed on said premises, except that from and after March 1, 1968, in addition to the above mentioned rental, LESSEE agrees to pay an additional thirty-three and one-third (33 1/3%) per cent of any increase in the amount of real estate taxes over and above those assessed for the year 1967-68, which may be assessed or imposed on the premises known as the I.O.O.F. HALL, located on the Northwest corner of Main and Third Streets, Woodland, California, for land and building, of which the premises are a part, during any and every year during the period of this agreement. Such amount is to be paid and it shall be collectible as rent. A tax bill shall be sufficient evidence of the amount of taxes and for calculation of the amount to be paid by LESSEE.

4. The LESSOR agrees to maintain the exterior as well as the roof of said property; furnish heat for said premises during all normal business hours; to provide restroom for both men and women; and to provide for normal garbage collection service.

5. LESSEE shall have the right and privilege, at its own expense, to make such changes and improvements as are necessary to adapt the premises for the conduct of LESSEE'S business. The changes and improvements to remodel shall be done in conformity with the building laws of the city, county, and state. No alterations or additions to or on the premises shall be made which shall endanger the safety or value of the building. The LESSEE shall pay all costs, expenses, and liabilities arising out of or any way connected with the construction thereof and shall keep the premises and structures thereon free and clear from any and all liens of mechanics or materialmen, and all liens of a similar character

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FILED
JAN 15 1968
LAURENCE P. HENIGAN, Clerk
By PETE E. LEE Deputy

AGREEMENT NO. 68-5

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 15th day of January, 1968, by and between the I.O.O.F. HALL ASSOCIATION, hereinafter designated as LESSOR, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter designated as LESSEE;

WHEREAS, LESSOR warrants that it is the owner of that certain building located on the Northwest corner of Main and Third Streets in the City of Woodland, County of Yolo, State of California; and

WHEREAS, the LESSOR desires to lease a portion of the same which is hereby designated as 723 Main Street, Woodland, California, the parties hereto agree as follows:

W I T N E S S E T H:

1. LESSOR does lease and let to the LESSEE the ground floor and basement of said building, designated as 723 Main Street, Woodland, California, said premises being approximately 3600 square feet in area.

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2. It is hereby mutually agreed that this lease shall commence as of March 1, 1968, for a period of three (3) years, and shall terminate on the 28th day of February, 1971; that LESSEE shall have an option to renew this lease for a period of three (3) years providing the same is exercised by written notice delivered to LESSOR not later than ninety (90) days prior to the termination of this lease.

That as rent on the said premises, LESSEE agrees to pay to LESSOR the sum of $250.00 per month, payable in advance at Woodland, California, on or about the 1st day of each month for

arising out of or growing out of the construction, repair, alteration, or maintenance of said premises.

6. The LESSOR agrees to maintain adequate fire insurance only on the buildings of the herein leased premises; LESSEE shall maintain insurance, if it so desires, on the contents owned by it located in said premises.

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7. The LESSEE covenants to indemnify and hold harmless the LESSOR against any and all claims arising from the conduct or management of or from any work or thing whatsoever done in or about the leased premises or the equipment therein during said term, or arising during said term from any condition arising from any act or negligence of the LESSEE or any of its agents, contractors, or employees, or arising from any accident, injury, fire, or damage whatsoever, however caused, to any person or persons, or to the property of any person, corporation or association, occurring during said term on, in, or about the leased premises, and from and against all costs, counsel fees, expenses, and liabilities incurred in or about any such claim or any action or proceedings brought thereon; and in case any action or proceeding be brought against the LESSOR by reason of any such claim, the LESSEE, on notice from the LESSOR, shall resist or defend such action or proceedings, by counsel retained or employed by the LESSEE.

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8. The LESSEE shall permit the LESSOR, its agents or employees, to have access to and enter the said leased premises at all reasonable and necessary times, to inspect said premises for any purpose connected with the repair, improvements, care and management of said leased premises and the building in which the same are situated.

9. The LESSEE shall pay all charges made against said leased premises for electricity, and telephone service during the continuance of this lease as the same shall become due.

10. If any action or suit shall be brought by the LESSOR

for the recovery of any payment due under the provisions of this lease, or for the breach of or to restrain the breach of any of the covenants and agreements herein contained on the part of the LESSEE to be paid, kept, or performed, or for the recovery of said premises, the LESSEE shall pay to LESSOR such attorney fees as the Court shall determine to be reasonable.

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11. It is hereby agreed that in the event that the LESSEE herein holds over after the termination of this lease, thereafter the tenancy shall be from month to month, at $400.00 per month and all other terms as contained herein, in the absence of a written agreement to the contrary.

IN WITNESS WHEREOF, the parties hereto have executed the same the day and year first above written.

I. O.O.F. HALL ASSOCIATION

BY _____

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

FILED
JAN 15 1968
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

AGREEMENT NO. 68-6

(Yolo County Communications Department Service Agreement)

THIS AGREEMENT made and entered into this 15th day of January, 1968, by and between the COUNTY OF YOLO, hereinafter called COUNTY, and the COUNTY SCHOOL SERVICES, hereinafter called OWNER, each a governmental entity, organized and existing under and by virtue of the law of the State of California; and

WHEREAS, it is the desire of the OWNER, that the COUNTY service, repair, and maintain all of the radio communication equipment of the OWNER; and

Micro Filmed

WHEREAS, it is the desire of the COUNTY to service, repair, and maintain the said radio communication equipment of the OWNER.

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. That the COUNTY will, when notified by the OWNER, repair, service, and maintain the said radio communications equipment; said OWNER shall allow the Yolo County Communications Department personnel a reasonable amount of time to arrive at the location where said equipment to be repaired, serviced, and maintained is situated.

2. COUNTY will provide to OWNER common equipment service consisting of the use of the mobile repeater unit operated by and licensed to COUNTY to facilitate the operation of OWNER'S mobile and control units and handi-talkie units.

Micro Filmed

3. It is mutually agreed that the COUNTY shall charge, and the OWNER shall pay to the COUNTY, the following amounts as indicated for the services, repairs, and maintenance listed herein.

(a) Seven and 50/100 dollars ($7.50) per man hour shall be charged for labor. All labor charges shall commence upon leaving the county shop and will terminate upon return to the county shop.

(b) All parts to be charged out at COST PLUS TEN PERCENT (10%).

Micro Fiched

(c) Standard mobile installations shall be thirty dollars ($30.00).

(d) Removal of mobile units shall be seven and 50/100 dollars ($7.50).

(e) Required F.C.C. measurements shall be charged at the rate of seven and 50/100 dollars ($7.50) per transmitter. HOWEVER, it is further agreed that the rates charged for this service does not include labor for repairs to the equipment.

(f) The rate for the communications services consisting of common equipment service shall be four dollars ($4.00) per month per mobile unit and four dollars ($4.00) per month per base or control unit operated by OWNER, and four dollars ($4.00) per month per portable or handi-talkie unit.

Micro Fiched

4. It is mutually agreed that the OWNER shall hold the COUNTY harmless for any damage or injury to person or property which may result from the failure, for and and all reasons, of the Yolo County Communications Department in fulfilling the terms of this agreement.

5. It is mutually agreed that this agreement shall remain in force until the same is terminated by either party hereto by giving sixty (60) days notice in writing to the other party of their intention to terminate same.

DATED this 15th day of January, 1968.

COUNTY OF YOLO

W W Carmen

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

Micro Fiched

OWNER
ORIGINAL SIGNED BY:
MARTIN A. CABALZAR

COUNTY SUPERINTENDENT OF SCHOOLS

DEC. 19, 1967

ATTEST:
LAURENCE P. HENIGAN, CLERK
BY: PETE E. LUCAS
DEPUTY

(SEAL)

Micro Fiched

FILED
JAN 15 1968
LAURENCE P. HENIGAN, Clerk
By PETE E. LUCAS Deputy

AGREEMENT NO. 68-7

(Yolo County Communications Department Service Agreement)

THIS AGREEMENT made and entered into this 2 day of January, 1968, by and between the COUNTY OF YOLO, hereinafter called COUNTY, and the CITY OF WINTERS, POLICE DEPARTMENT, hereinafter called OWNER, each a governmental entity, organized and existing under and by virtue of the law of the State of California; and

Micro Fiched

WHEREAS, it is the desire of the OWNER, that the COUNTY service, repair, and maintain all of the radio communication equipment of the OWNER; and

WHEREAS, it is the desire of the COUNTY to service, repair, and maintain the said radio communication equipment of the OWNER.

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. That the COUNTY will, when notified by the OWNER, repair, service, and maintain the said radio communications equipment; said OWNER shall allow the Yolo County Communications Department personnel a reasonable amount of time to arrive at the location where said equipment to be repaired, serviced, and maintained is situated.

2. COUNTY will provide to OWNER common equipment service consisting of the use of the mobile repeater unit operated by and licensed to COUNTY to facilitate the operation of OWNER'S mobile and control units and handi-talkie units.

Micro Fiched

3. COUNTY shall provide daily twenty-four hour telephone answering service for OWNER'S police department.

4. It is mutually agreed that the COUNTY shall charge, and the OWNER shall pay to the COUNTY, the following amounts as

---

indicated for the services, repairs, and maintenance listed herein.

(a) Seven and 50/100 dollars ($7.50) per man hour shall be charged for labor. All labor charges shall commence upon leaving the county shop and will terminate upon return to the county shop.

(b) All parts to be charged out at COST PLUS TEN PERCENT (10%).

(c) Standard mobile installations shall be thirty ($30.00) dollars.

Micro Fiched

(d) Removal of mobile units shall be seven and 50/100 dollars ($7.50).

(e) Required F.C.C. measurements shall be charged at the rate of seven and 50/100 dollars ($7.50) per transmitter. HOWEVER, it is further agreed that the rates charged for this service does not include labor for repairs to the equipment.

(f) The rate for the communications services consisting of common equipment service shall be ten dollars ($10.00) per month per mobile unit and ten dollars ($10.00) per month per base or control unit operated by OWNER, and four dollars ($4.00) per month per portable or handi-talkie unit.

(g) The rate for telephone service shall be twenty dollars ($20.00) per month.

Micro Fiched

5. It is mutually agreed that the OWNER shall hold the COUNTY harmless for any damage or injury to person or property which may result from the failure, for any and all reasons, of the Yolo County Communications Department in fulfilling the terms of this agreement.

6. It is mutually agreed that this agreement shall remain in force until the same is terminated by either party hereto

by giving sixty (60) days notice in writing to the other party of their intention to terminate same.

DATED this 15th day of January, 1968.

COUNTY OF YOLO

Micro Fiched

BY W W Carmichael
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER

CITY OF WINTERS, POLICE DEPARTMENT
ORIGINAL SIGNED BY:

BY ALFRED J. GRAF, MAYOR

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY PETE E. LUCAS DEPUTY

(SEAL)

Micro Fiched

FILED
JAN 15 1968
LAURENCE K. HEN DAM, Clerk
By [illegible] Deputy

AGREEMENT NO. 68-8

(Yolo County Communications Department Service Agreement)

THIS AGREEMENT made and entered into this 9th day of January, 1968, by and between the COUNTY OF YOLO, hereinafter called COUNTY, and Madison Fire District, hereinafter called OWNER, each political subdivisions of the State of California.

Micro Fiched

WHEREAS, it is the desire of OWNER that the COUNTY service, repair, and maintain all of the communications equipment of OWNER; and

WHEREAS, it is the desire of the COUNTY to service, repair, and maintain the said communications equipment of OWNER.

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. That COUNTY will, when notified by said OWNER, service, repair, and maintain the said communication equipment; said OWNER shall allow the Yolo County Communications Department a reasonable amount of time to arrive at the location where said equipment to be serviced, repaired, or maintained is situated.

2. It is mutually agreed that the COUNTY shall charge, and the OWNER shall pay to the COUNTY, the following amounts as indicated for the services, repair, and maintenance listed herein.

(a) Seven and 50/100 dollars ($7.50) per man hour shall be charged for labor. All labor charges shall commence upon leaving the county shop and will terminate upon return to the county shop.

Micro Fiched

(b) All parts and materials used by the Yolo County Communications Department shall be charged for at the rate of COST PLUS TEN PERCENT (10%).

(c) Required F.C.C. measurements shall be charged at the rate of seven and 50/100 dollars ($7.50) per transmitter; HOWEVER, it is further agreed that the rates charged for this service does not include labor or repairs to the equipment.

Micro Fiched

(d) Standard mobile installations shall be thirty dollars ($30.00) plus material.

(e) Removal of mobile units shall be seven and 50/100 dollars ($7.50) each.

(f) The charge for actuating and testing the siren for the OWNER will be five dollars ($5.00) per month (where applicable). All tests will be conducted at the discretion of said fire district, but in no case will the tests be conducted less than once each week.

3. It is mutually agreed that the OWNER shall hold the COUNTY harmless for any damage or injury to person or property which may result from the failure, for any and all reasons, of the Yolo County Communication Department in fulfilling the terms of this agreement.

4. It is mutually agreed that this agreement shall remain in force until the same is terminated by either party hereto by giving sixty (60) days notice in writing to the other party of their intention to terminate same.

Micro Fiched

DATED this 15th day of January, 1968.

COUNTY OF YOLO

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK
BY _____
DEPUTY

OWNER

_____

_____

(SEAL)

FILED
FEB 14 1968
LAURENCE P. HENIGAN, Clerk
By _____ Deputy

YOLO COUNTY
AGREEMENT NO. 68-9

FREEWAY MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into, in triplicate, this 22nd day of January, 19 68, by and between the State of California, acting by and through the Department of Public Works, Division of Highways, hereinafter for convenience referred to as "State", and the County of Yolo, hereinafter for convenience referred to as "County", witnesseth:

Micro Fiched

WHEREAS, on December 2, 1963, March 30, 1964, and April 3, 1967, Freeway Agreements were executed between the County and the State relating to the development of those portions of State Highway Route 5, within the limits of the County of Yolo as a freeway, and

WHEREAS, under the provisions of said Freeway Agreements, the County agreed to certain adjustments in the County road system, and for the carrying of certain roads over or under or to a connection with the freeway, and

WHEREAS, said freeway has now been completed or is nearing completion, and the parties mutually desire to clarify the division of maintenance responsibility as to separation structures, and County roads or portions thereof, and landscaped areas, within the freeway limits.

NOW THEREFORE, IT IS AGREED:

Micro Fiched

1. ROADWAY SECTIONS

The County will maintain, at County expense, all portions of County roads and appurtenant structures and bordering areas, as indicated on the attached map marked Exhibit "A" and made a part hereof by this reference.

2. VEHICULAR OVERCROSSINGS

The State will maintain, at State expense, the entire structure below the top of the concrete deck surface, exclusive of any bituminous surface treatment thereof. The County will maintain, at County expense, the top of the concrete deck surface, together with any bituminous surface treatment thereon, and all portions of the structure above the concrete deck surface, and shall perform such other work as may be necessary to insure an impervious and otherwise suitable surface. The County will also maintain all traffic service facilities provided for the benefit or control of County road traffic.

Micro Filmed

3. LEGAL RELATIONS AND RESPONSIBILITIES

Nothing in the provisions of this Agreement is intended to affect the legal liability of either party to the contract by imposing any standard of care respecting the maintenance of State highways different from the standard of care imposed by law.

It is understood and agreed that neither the State, the Department, nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the County under or in connection with any work, authority, or jurisdiction delegated to the County under this Agreement for Maintenance. It is also understood and agreed that, pursuant to Government Code Section 895.4, the County shall fully indemnify and hold the State harmless from any damage or liability occurring by reason of anything done or omitted to be done by the County under or in connection with any work, authority, or jurisdiction delegated to the County under this Agreement.

Micro Filmed

It is understood and agreed that neither the County nor any officer or employee thereof, is responsible for any damage or

liability occurring by reason of anything done or omitted to be done by the Department under or in connection with any work, authority or jurisdiction not delegated to the County under this Agreement for Maintenance. It is also understood and agreed that, pursuant to Government Code Section 895.4, the Department shall fully indemnify and hold the County harmless from any damage or liability occurring by reason of anything done or omitted to be done by the Department under or in connection with any work, authority, or jurisdiction not delegated to the County under this Agreement.

Micro Filmed

4. EFFECTIVE DATE

This Agreement shall be effective upon the date of its execution by the State; it being understood and agreed, however, that the execution of this Agreement shall not affect any preexisting obligations of the County to maintain designated areas pursuant to prior written notice from the State that work in such areas, which the County has agreed to maintain pursuant to the terms of the Freeway Agreement, has been completed.

Approved as to Form
County Counsel of Yolo County

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS

Approval Recommended

Asst. R. C. Biggs
District Engineer

J. A. LEGARRA
STATE HIGHWAY ENGINEER

Edward J. Tenney
Maintenance Engineer

By
Deputy State Highway Engineer

FEB 7 1968

Approval as to Form

COUNTY OF YOLO

Micro Filmed

Robert A. Mueller
Attorney for Department

By
Chairman, Board of Supervisors

Attorney

By LAURENCE P. HENIGAN
County Clerk

Wilma E. Lucas
DEPUTY

YOLO COUNTY
AGREEMENT NO.68-9

FREEWAY MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into, in triplicate, this 22nd day of January, 1968, by and between the State of California, acting by and through the Department of Public Works, Division of Highways, hereinafter for convenience referred to as "State", and the County of Yolo, hereinafter for convenience referred to as "County", witnesseth:

Micro Fiched

WHEREAS, on December 2, 1963, March 30, 1964, and April 3, 1967, Freeway Agreements were executed between the County and the State relating to the development of those portions of State Highway Route 5, within the limits of the County of Yolo as a freeway, and

WHEREAS, under the provisions of said Freeway Agreements, the County agreed to certain adjustments in the County road system, and for the carrying of certain roads over or under or to a connection with the freeway, and

WHEREAS, said freeway has now been completed or is nearing completion, and the parties mutually desire to clarify the division of maintenance responsibility as to separation structures, and County roads or portions thereof, and landscaped areas, within the freeway limits.

NOW THEREFORE, IT IS AGREED:

Micro Fiched

1. ROADWAY SECTIONS

The County will maintain, at County expense, all portions of County roads and appurtenant structures and bordering areas, as indicated on the attached map marked Exhibit "A" and made a part hereof by this reference.

2. VEHICULAR OVERCROSSINGS

The State will maintain, at State expense, the entire structure below the top of the concrete deck surface, exclusive of any bituminous surface treatment thereof. The County will maintain, at County expense, the top of the concrete deck surface, together with any bituminous surface treatment thereon, and all portions of the structure above the concrete deck surface, and shall perform such other work as may be necessary to insure an impervious and otherwise suitable surface. The County will also maintain all traffic service facilities provided for the benefit or control of County road traffic.

Micro Fiched

3. LEGAL RELATIONS AND RESPONSIBILITIES

Nothing in the provisions of this Agreement is intended to affect the legal liability of either party to the contract by imposing any standard of care respecting the maintenance of State highways different from the standard of care imposed by law.

It is understood and agreed that neither the State, the Department, nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the County under or in connection with any work, authority, or jurisdiction delegated to the County under this Agreement for Maintenance. It is also understood and agreed that, pursuant to Government Code Section 895.4, the County shall fully indemnify and hold the State harmless from any damage or liability occurring by reason of anything done or omitted to be done by the County under or in connection with any work, authority, or jurisdiction delegated to the County under this Agreement.

Micro Fiched

It is understood and agreed that neither the County nor any officer or employee thereof, is responsible for any damage or

liability occurring by reason of anything done or omitted to be done by the Department under or in connection with any work, authority or jurisdiction not delegated to the County under this Agreement for Maintenance. It is also understood and agreed that, pursuant to Government Code Section 895.4, the Department shall fully indemnify and hold the County harmless from any damage or liability occurring by reason of anything done or omitted to be done by the Department under or in connection with any work, authority, or jurisdiction not delegated to the County under this Agreement.

Micro Fiched

4. EFFECTIVE DATE

This Agreement shall be effective upon the date of its execution by the State; it being understood and agreed, however, that the execution of this Agreement shall not affect any preexisting obligations of the County to maintain designated areas pursuant to prior written notice from the State that work in such areas, which the County has agreed to maintain pursuant to the terms of the Freeway Agreement, has been completed.

Approved as to Form
County Counsel of Yolo County
Deputy

Approval Recommended

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS

District Engineer

J. A. LEGARRA
STATE HIGHWAY ENGINEER

Maintenance Engineer

By
Deputy State Highway Engineer

Approval as to Form

COUNTY OF YOLO

Micro Fiched

Attorney for Department

By
Chairman, Board of Supervisors

Attorney

By LAURENCE P. HENIGAN
County Clerk

By
DEPUTY

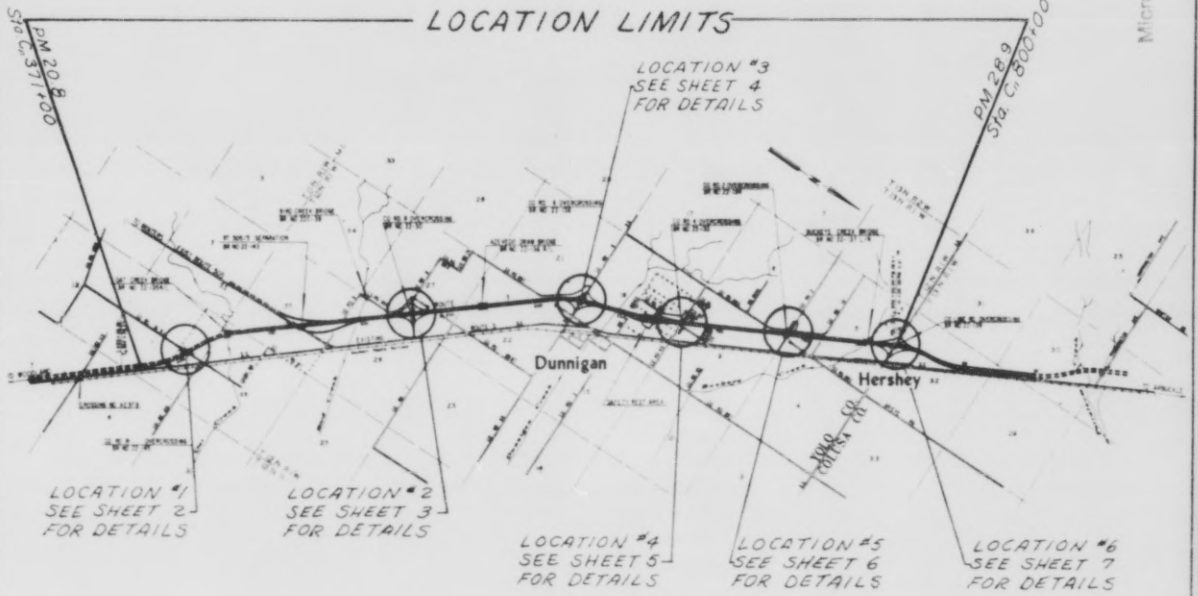
Micro Filmed

DIST	CO	RTE	PM / PM	SHEET OF SHEETS	
03	Yol	5	20.8/28.9	1	7

STATE HIGHWAY

In Yolo County, between 2.1 Miles South of Route 505 and the Colusa County Line

EXHIBIT "A"



VICINITY MAP
FREEWAY MAINTENANCE
AGREEMENT

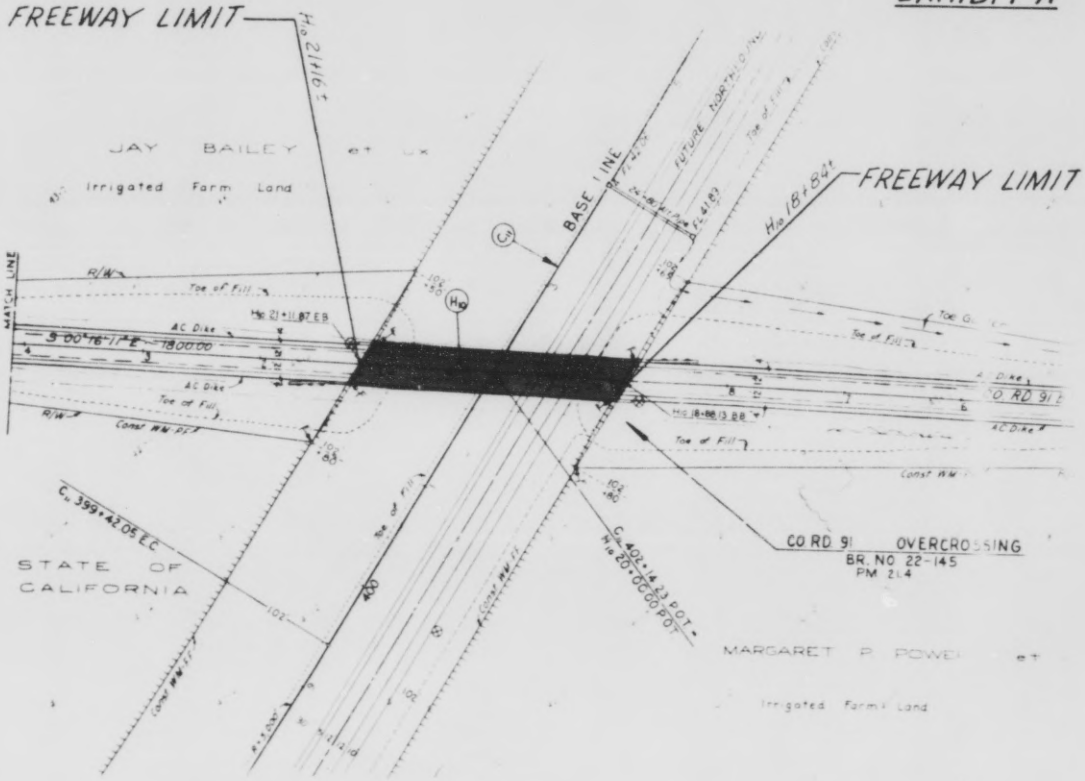
Micro Filmed

Micro Fiched

Micro Fiched

DIST	CO	RTE	PM / PM	SHEET	OF SHEETS
03	Yol	5	20.8/28.9	2	7

EXHIBIT "A"



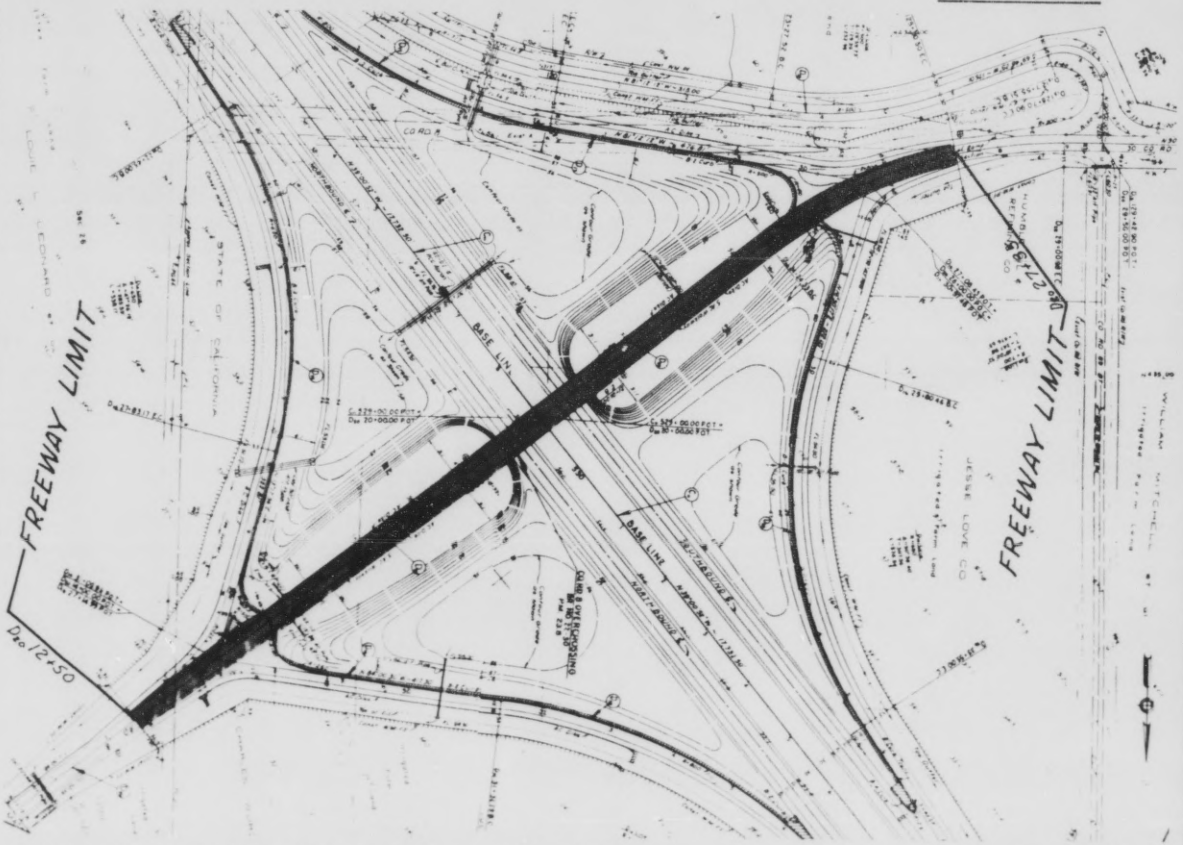
AREA TO BE MAINTAINED BY COUNTY

LOCATION #1

Micro Fiched
Micro Fiched

DIST	CO	RTE	PM / PM	SHEET	OF SHEETS
03	Yol	5	20.8/28.9	3	7

EXHIBIT "A"



AREA TO BE MAINTAINED BY COUNTY

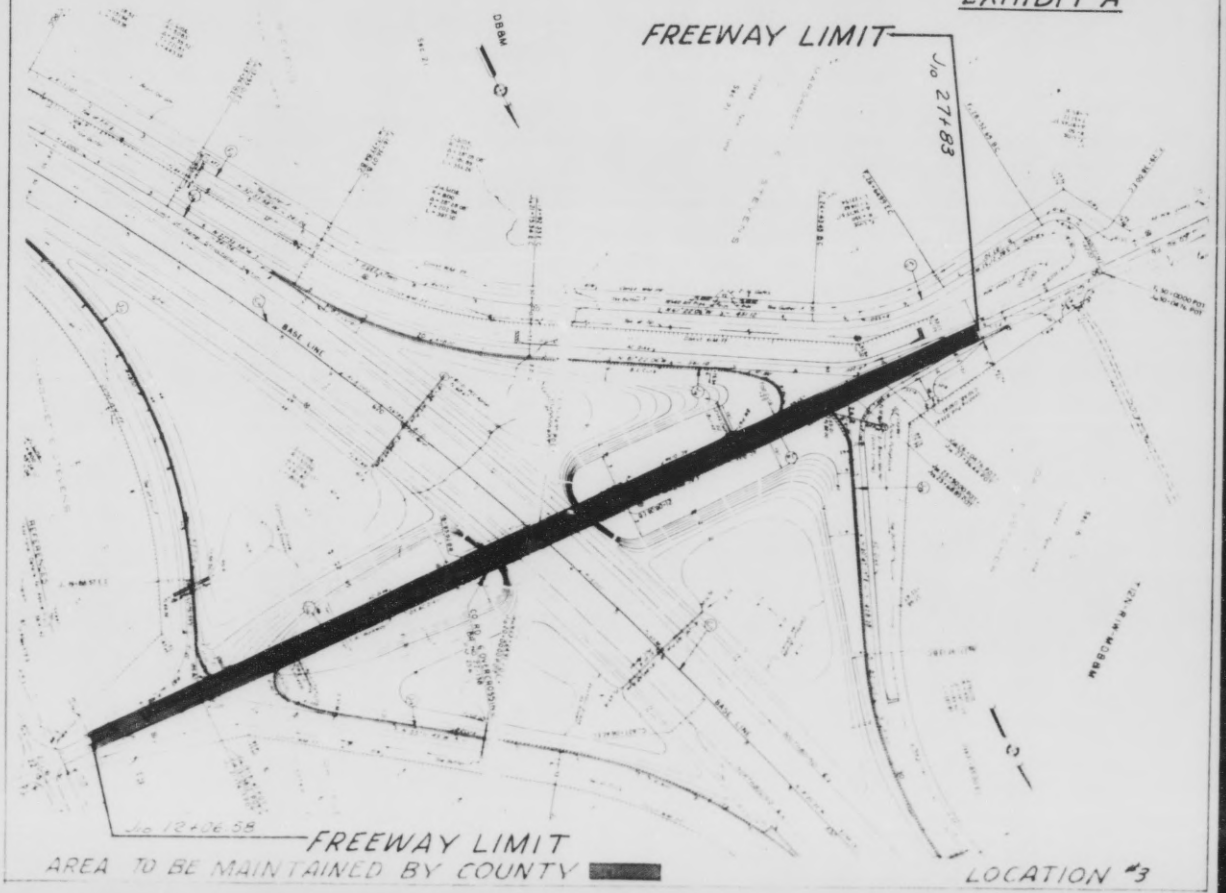
LOCATION #2

Micro Fiched

Micro Fiched

DIST	CO	RTE	PM / PM	SHEET	OF SHEETS
03	Yol	5	20.8/28.9	4	7

EXHIBIT "A"

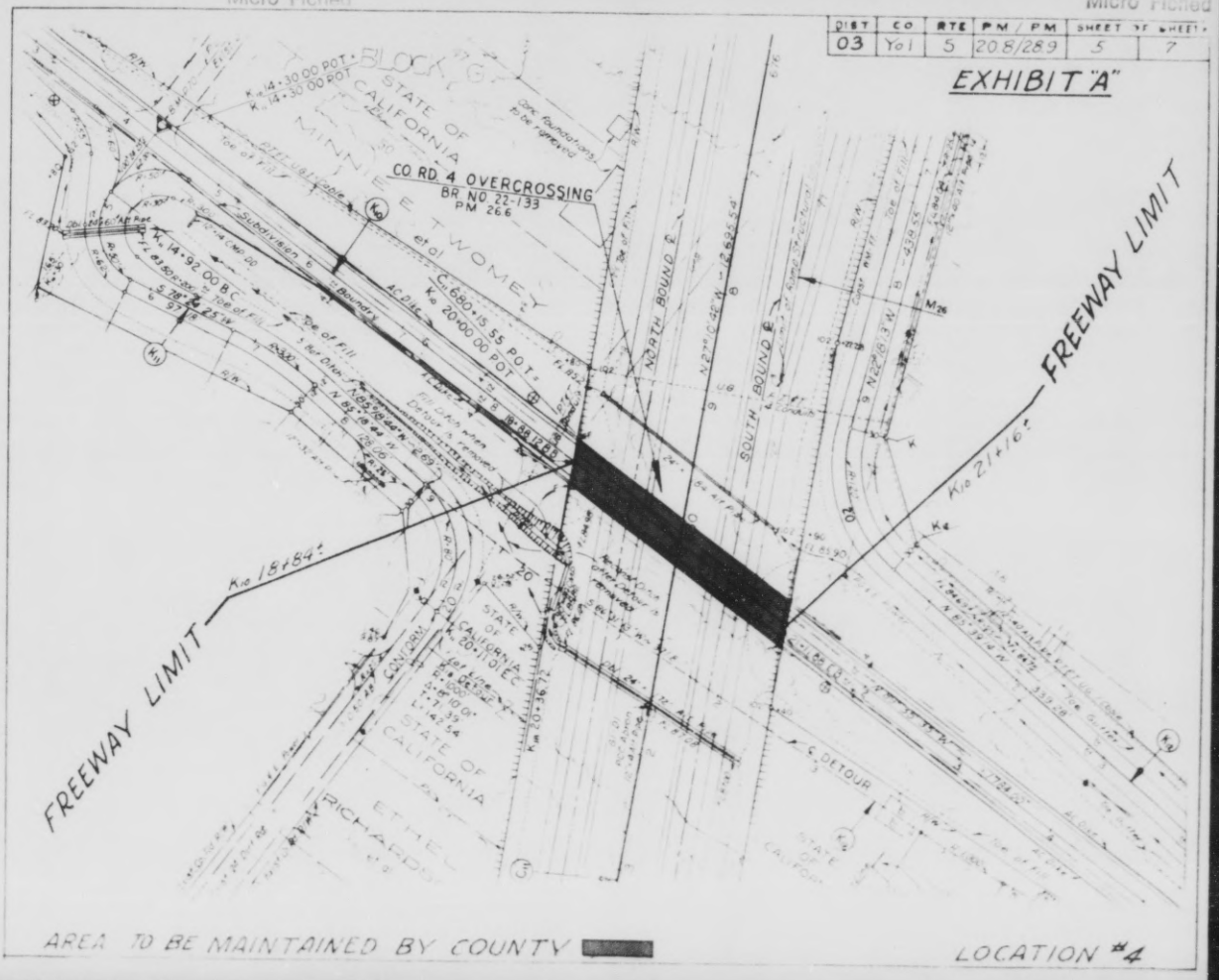


LOCATION #3

Micro Fiched
Micro Fiched

DIST	CO	RTE	PM / PM	SHEET	OF SHEETS
03	Yol	5	20.8/28.9	5	7

EXHIBIT "A"

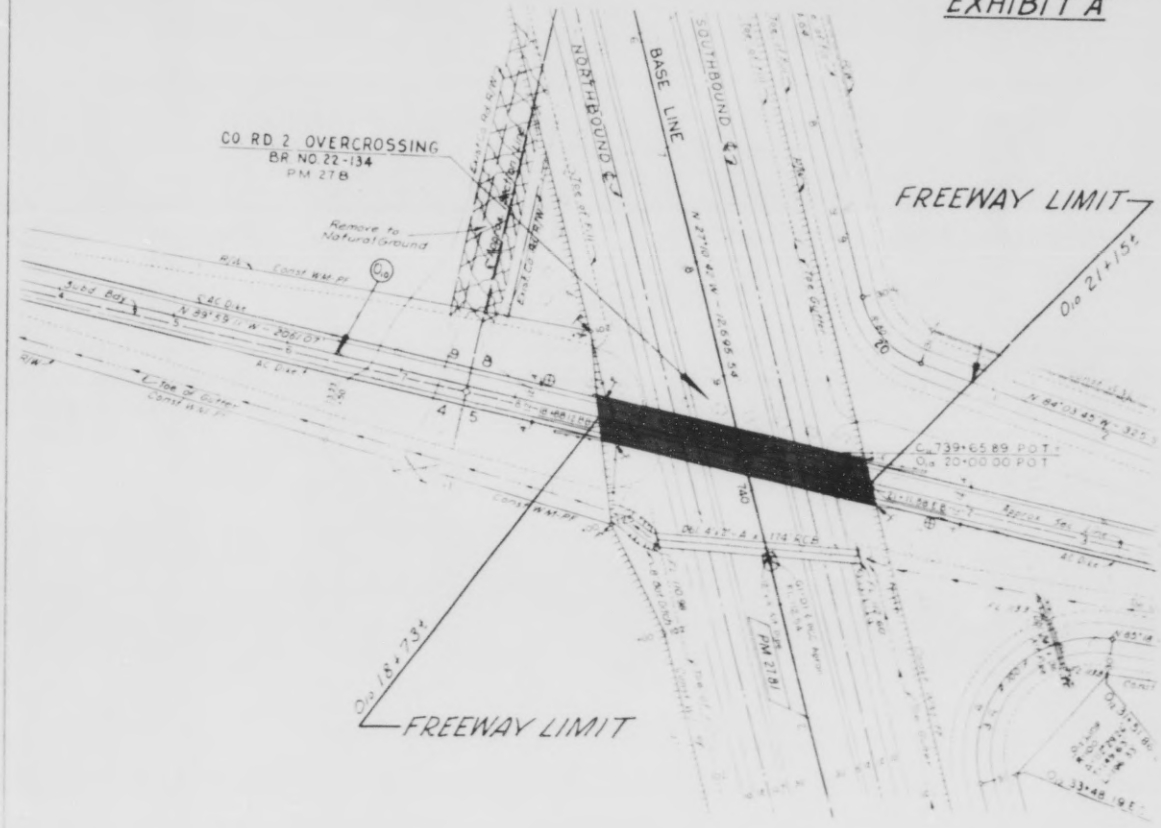


Micro Fiched

Micro Fiched

DIST	CO	RTE	PM / PM	SHEET	OF SHEETS
03	Yol	5	20.8/28.3	6	7

EXHIBIT "A"



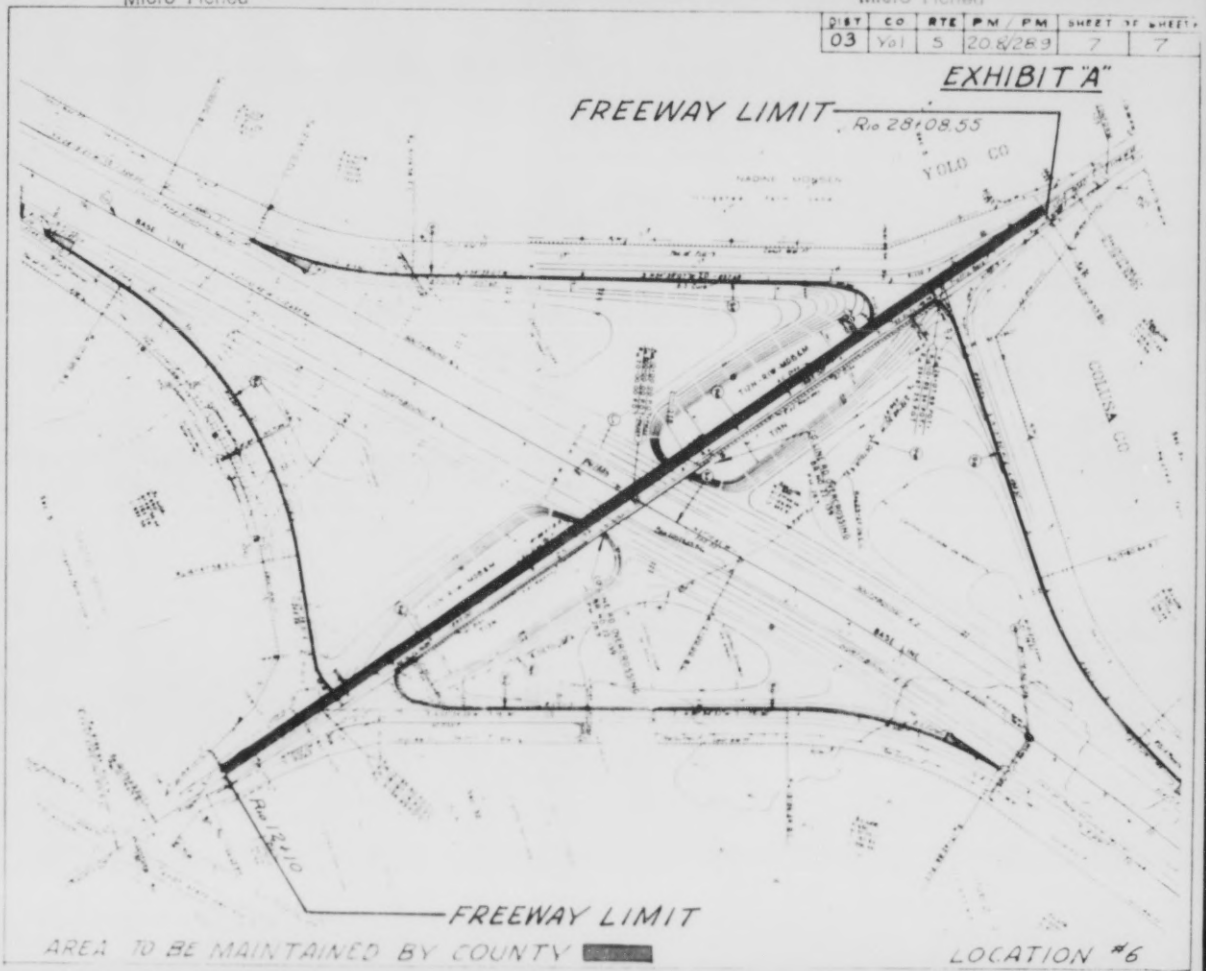
AREA TO BE MAINTAINED BY COUNTY

LOCATION #5

Micro Fiched
Micro Fiched

DIST	CO	RTE	PM / PM	SHEET	OF SHEETS
03	Yol	5	20.8/28.9	7	7

EXHIBIT "A"



AREA TO BE MAINTAINED BY COUNTY

LOCATION #6

FILED
JAN 22 1968
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

RESOLUTION NO. 68-4

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF YOLO APPROVING FREEWAY MAINTENANCE AGREEMENT

WHEREAS, the State of California, through its Department of Public Works, Division of Highways, has presented an Agreement entitled "Freeway Maintenance Agreement" which concerns State Highway Route 5, between 2.1 Miles South Route 505 and the Colusa County Line within the limits of the County of Yolo and,

Micro Fiched

WHEREAS, the Board of Supervisors has heard read said Agreement in full and is familiar with the contents thereof:

THEREFORE, be it resolved by the Board of Supervisors of the County of Yolo that said Maintenance Agreement be and the same is hereby approved and the Chairman of the Board of Supervisors and the County Clerk are directed to sign the same on behalf of said Board of Supervisors.

ADOPTED THIS 22nd DAY OF January, 19 68, by the the Yolo County Board of Supervisors by the following vote:
AYES: Duncan, Edmonds, Espigares, Stephens, Conner.
NOES: None.
ABSENT: NOne.

By _____
Chairman, Board of Supervisors

By LAURENCE P. HENIGAN,
County Clerk

BY _____
Deputy Clerk

Attest:

I hereby certify that the foregoing resolution was duly and regularly passed by the Board of Supervisors of the County of Yolo at a regular meeting thereof held _____, 19____.

Micro Fiched

Approved as to form
By _____, JAN ___, 1968
County Counsel of Yolo County

FILED
JAN 22 1968
LAURENCE P. HENIGAN, Clerk
By [illegible] Deputy

AGREEMENT NO. 68-10

(Yolo County Communications Department Service Agreement)

THIS AGREEMENT made and entered into this 15th day of August, 1967, by and between the COUNTY OF YOLO, hereinafter called COUNTY, and CLARKSBURG FIRE PROTECTION DISTRICT, hereinafter called OWNER, each political subdivisions of the State of California.

Micro Fiched

WHEREAS, it is the desire of OWNER that the COUNTY service, repair, and maintain all of the communications equipment of OWNER; and

WHEREAS, it is the desire of the COUNTY to service, repair, and maintain the said communications equipment of OWNER.

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. That COUNTY will, when notified by said OWNER, service, repair, and maintain the said communication equipment; said OWNER shall allow the Yolo County Communications Department a reasonable amount of time to arrive at the location where said equipment to be serviced, repaired, or maintained is situated.

2. It is mutually agreed that the COUNTY shall charge, and the OWNER shall pay to the COUNTY, the following amounts as indicated for the services, repair, and maintenance listed herein.

(a) Seven and 50/100 dollars ($7.50) per man hour shall be charged for labor. All labor charges shall commence upon leaving the county shop and will terminate upon return to the county shop.

Micro Fiched

(b) All parts and materials used by the Yolo County Communications Department shall be charged for at the rate of COST PLUS TEN PERCENT (10%).

(c) Required F.C.C. measurements shall be charged at the rate of seven and 50/100 dollars ($7.50) per transmitter; HOWEVER, it is further agreed that the rates charged for this service does not include labor or repairs to the equipment.

Micro Fiched

(d) Standard mobile installations shall be thirty dollars ($30.00) plus material.

(e) Removal of mobile units shall be seven and 50/100 dollars ($7.50) each.

(f) The charge for actuating and testing the siren for the OWNER will be five dollars ($5.00) per month (where applicable). All tests will be conducted at the discretion of said fire district, but in no case will the tests be conducted less than once each week.

3. It is mutually agreed that the OWNER shall hold the COUNTY harmless for any damage or injury to person or property which may result from the failure, for any and all reasons, of the Yolo County Communication Department in fulfilling the terms of this agreement.

4. It is mutually agreed that this agreement shall remain in force until the same is terminated by either party hereto by giving sixty (60) days notice in writing to the other party of their intention to terminate same.

Micro Fiched

DATED this 22nd day of January, 1968.

COUNTY OF YOLO

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

OWNER

CLARKSBURG FIRE PROTECTION DISTRICT

_____

_____
Chairman

FILED
FEB 29 1968
LAURENCE P. HENIGAN, Clerk
By PETE E. LUCAS
Deputy

AGREEMENT NO. 68-11

AGREEMENT

made this 26th day of February in the year of Nineteen Hundred and sixty-eight.

BETWEEN the COUNTY OF YOLO, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, duly organized and existing under and by virtue of the laws of the State of California, hereinafter call the Owner, and Page Construction Company, a Corporation, of 834 Vallejo Avenue, Novato, Marin County, California, 94947, the Contractor.

Micro Fich

The Owner and the Contractor agree as set forth below.

ARTICLE 1

THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda issued prior to execution of this Agreement and all Modifications issued subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 9.

ARTICLE 2

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for the

BY-PASS CORRIDOR & ANCILLARY DEPTS.
ALTERATIONS TO THE YOLO GENERAL HOSPITAL
County of Yolo
Beamer St. at Cottonwood St.
Woodland, California

ARTICLE 3

ARCHITECT

The Architect for this Project is Alvin Pinado and George T. Kern.

Micro Fiched

ARTICLE 4

TIME OF COMMENCEMENT AND COMPLETION

The work to be performed under this Contract shall be commenced within ten (10) calendar days after the Owner has given the Contractor written Notice to Proceed and the work shall be performed and completed within two hundred forty (240) working days after such written Notice to Proceed has been given.

ARTICLE 5

CONTRACT SUM

Micro Fiched

The Owner shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in the Conditions of the Contract, in current funds, the Contract Sum of

One hundred forty-six thousand three hundred Dollars ($146,300.00), subject to additions and deductions as provided in the General Conditions of the Contract.

The Contract Sum results from the acceptance of the Base Bid of One hundred forty-five thousand three hundred Dollars ($145,300.00), plus the amounts to be added as a result of accepting the following additive Alternate Bids:

$1,000.00 Alternate Bid No. 5

The following Alternate Bids are rejected and have no bearing on the Contract Sum:

Alternate Bids Nos. 1, 2, 3 and 4.

The following Unit Price figures are noted as they may apply to adjustments in the Contract Sum:

Unit Price Bid "A": For quantities of excavation and concrete foundations completely installed -- per cubic yard added: One hundred dollars ($100.00); per cubic yard omitted: Ninety dollars ($90.00).

Unit Price Bid "B": For quantities of cement determined by Testing Agency to meet concrete design strength -- per bag added over 5-1/2 bags: One dollar eighteen cents ($1.18); per bag reduced less than 5-1/2 bags: One dollar six cents ($1.06).

ARTICLE 6

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PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Conditions of the Contract as follows:

On or about the twentieth (20th) day of each month ninety percent (90%) of the proportion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and ninety percent (90%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing by the parties up to the twentieth (20th) day of that month, less the aggregate of previous payments in each case; and upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to ninety percent (90%) of the Contract Sum, less such retainages as the Architect shall determine for all incomplete Work and unsettled claims.

Claims for payment shall be filed with the County Auditor on or before the twenty-fifth (25th) day of the month preceding payment.

ARTICLE 7

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FINAL PAYMENT

Upon final completion and the filing of the Notice of Completion provided the Work is fully completed and the contract fully performed and based upon the Application for Payment submitted to the Architect by the Contractor and Certificate for Payment issued by the Architect, the Owner shall make a Final Payment on account of the Contract Sum to the Contractor sufficient to increase the total payments to ninety percent (90%) of the Contract Sum.

ARTICLE 8

RETENTION PAYMENT

Thirty-five (35) calendar days following the filing of the Notice of Completion, provided there are no liens or unsettled claims and based upon the Application for Payment submitted to the Architect by the Contractor and Certificate for Payment issued by the Architect, the Owner shall pay to the Contractor a sum sufficient to increase the total payments on account of the Contract Sum to the full amount of all sums which are due the Contractor under this Agreement.

ARTICLE 9

BONDS

The Contractor shall deliver two bonds to the Owner not later than the date of execution of the contract. These bonds shall be issued in the form annexed hereto by a Surety Company, authorized to do business in the State of California, shall be maintained during entire life of contract and at expense of Contractor. One bond shall be in the amount of one hundred percent of contract price and shall guarantee faithful performance of contract. Second bond shall be Labor and Material Bond required by Chapter 3, Division V, Title 1, of Government Code of State of California in sum of one-half total amount payable by terms of this contract. Any alteration or alterations made in specifications shall not operate to release any surety from liability on any bond attached hereto, and made a part hereof, and consent to make such alterations is hereby given, and any surety on said bonds hereby waives provisions of Section 2819 of Civil Code.

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ARTICLE 10

MISCELLANEOUS PROVISIONS

Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those conditions.

The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 1, and except for Modifications issued after execution of this Agreement, are enumerated as follows:

Drawings and Specifications
Documents
Notice to Contractors
Instructions to Bidders
Form of Proposal
Form of Agreement
Form of Labor and Materials Bond
Form of Performance Bond

all dated September 27, 1967.

General Conditions and Supplementary General Conditions
Addendum No. 1 to the Specifications in one (1) page, dated January 19, 1968.

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ARTICLE 11

FAIR PRACTICES ACT

"Sub-contractors. It is hereby understood and agreed that the provisions of the sub-letting and sub-contracting Fair Practices Act, Government Code §§ 4100 through 4113 shall be binding upon the parties hereto, and by this reference are deemed incorporated in this agreement to the same effect as if set forth herein in full."

ARTICLE 12

FAILURE TO COMPLETE CONTRACT - LIQUIDATED DAMAGES:

It is agreed by the parties to the Contract that in case all the work called for under the Contract is not completed before or upon the expiration of the time limit as set forth in the Contract, damage will be sustained by the County of Yolo, and that it is, and will be impracticable to determine the actual damage which the said County will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the said County the sum of Fifty Dollars ($50.00) per day for each and every day's delay beyond the time prescribed to complete the work; and the Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that the said County may deduct the amount thereof from any money due or that may become due the Contractor under the Contract.

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It is further agreed that in case the work called for under the Contract is not finished and completed in all parts and requirements within the time specified, the Board of Supervisors of the County of Yolo shall have the right to extend the time for completion or not as may seem best to serve the interest of the said County; and if it decides to extend the time

limit for the completion of the Contract, it shall further have the right to charge the Contractor, his heirs, assigns or sureties, and to deduct from the final payment for the work, all or any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the Contract, and which accrue during the period of such extension, except that the cost of final surveys and preparation of final estimate shall not be included in such charges.

The Contractor shall not be assessed with liquidated damages nor the cost of engineering and inspection during any delay in the completion of the work caused by acts of God, or of the public enemy, acts of the said County, fire floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes; provided, that the Contractor shall within ten (10) days from the beginning of any such delay notify the Architect in writing of the causes of delay, who shall ascertain the facts and the extent of the delay, and his findings of the facts thereon shall be final and conclusive.

ARTICLE 13

ALIEN LABOR

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General: Pursuant to the provisions of S B 1850 to1854, inclusive, of the Labor Code of California, no contractor or sub-contractor or agent or representative thereof shall knowingly employ or cause or allow to be employed on this public work any alien -- meaning thereby any person not born or fully naturalized citizen of the United States except aliens admitted to the United States under the provisions of the Refugee Relief Act of 1953 -- except in cases of extraordinary emergency caused by fire, flood or danger to life or property, or except on work upon public, military or naval defenses or works in time of war.

Reporting: Within thirty days after any alien is permitted to work upon this public work due to an extraordinary emergency, the contractor shall file with the Owner a verified report setting forth the nature of the extraordinary emergency, the name of the alien, and the date he was permitted to work. Failure to file the report within the thirty-day period shall be prima facie evidence that no extraordinary emergency existed. Every contractor and sub-contractor shall keep an accurate record showing the name and citizenship of each workmen employed by him, in connection with the public work. The record shall be kept open at all reasonable hours to the inspection of the Owner and the Division of Labor Enforcement.

Penalty: For each violation of the above stipulation, contractor shall forfeit to the Owner as a penalty the sum of Ten Dollars ($10.00) for each alien knowingly employed in the execution of this agreement, by him or by any sub-contractor under him, for each calendar day or portion thereof during which such alien is permitted or required to labor in violation of this stipulation and the provisions of said Labor Code.

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ARTICLE 14

HOURS OF LABOR

General: Eight hours of labor shall constitute a legal day's work upon all work done hereunder and forty hours of labor shall constitute a legal week's work upon all work

ARTICLE 14 (Continued)

done hereunder. It is expressly stipulated that no workmen employed at any time by the contractor or by any sub-contractor or sub-contractors under this project upon the work or upon any part of the work contemplated by this contract shall be required or permitted to work thereon more than eight hours in any one calendar day and forty hours in any one calendar week except as provided in G G 1810 to 1815, inclusive, of the Labor Code of California, all the provisions whereof are deemed to be incorporated herein.

Reporting: Contractor and any sub-contractor or sub-contractors under this contract shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each workman employed in connection with the work or upon any part of the work contemplated by this contract. The records shall be kept open at all reasonable hours to the inspection of the Board of Supervisors of the Owner and to the Division of Labor Law Enforcement.

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Penalty: It is further expressly stipulated that for each and every violation of this stipulation said contractor shall forfeit as a penalty to the Owner Twenty-five Dollars ($25.00) for each workman employed in the execution of this contract or by any sub-contractor under this contract for each calendar day during which said workman is required or permitted to labor more than forty hours, and said labor is in violation of the provisions of said sections of the Labor Code.

ARTICLE 15

PREVAILING WAGE RATES

Wage Rates: Pursuant to G 1773 of the Labor Code of California, the Board of Supervisors of the Owner has ascertained the general prevailing rate of per diem wages and rates for legal holiday and overtime work in the locality in which this work is to be performed for each craft or type of workman or mechanic needed to execute this contract. The prevailing rates so determined, which must be complied with as a minimum, are in accordance with current rates as published by the Division of Labor Statistics and Research, California Department of Industrial Relations.

Stipulation: It shall be mandatory upon the contractor to whom the contract is awarded and upon any sub-contractor under him to pay not less than the said specified rates to all laborers, workmen and mechanics employed by them in the execution of the contract.

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Apprentices: Properly indentured apprentices may be employed upon this work. In accordance with G 1775.5 of the Labor Code of California, such apprentices, must be in training upon apprenticeship standards and written apprenticeship agreements pursuant to G 3070, et seq. of the Labor Code of California, and the employment of such apprentices shall be in accordance with the provisions of such apprenticeship standards and apprentice agreements. Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the trade at which he is employed and shall be employed only at the work of the trade to which he is indentured.

ARTICLE 15 (Continued)

Records: The contractor and each sub-contractor shall keep or cause to be kept an accurate record showing the names and occupations of all laborers, workmen, and mechanics employed in connection with the execution of this agreement or any sub-contracts thereunder and showing also the actual per diem wages paid to each of such workers which record shall be open at all reasonable hours to the inspection of the Owner, its officers and agents and to the Division of Labor Law Enforcement.

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Penalty: Pursuant to the provisions of §§ 1770 and 1780, inclusive, of the Labor Code of California, it is hereby agreed and stipulated that contractor shall forfeit to the Owner, as a penalty, Twenty-five Dollars ($25.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman or mechanic is paid less than the said stipulated rates for any work done under this agreement by him or any sub-contractor under him.

Unlisted Trades: All skilled labor not listed in the current rates as published by the Division of Labor Statistics and Research, California Department of Industrial Relations that may be employed shall be paid not less than the union wage scale for such labor, in the locality where such work is being performed. In case it becomes necessary for the contractor or any sub-contractor to employ on the work under this contract any person in the trade or occupation (except executive, supervisory, administrative, clerical or other non-manual workers as such) for which no minimum rate is herein specified, the contractor shall immediately notify the Owner who will promptly thereafter determine the prevailing rate for such additional trade or occupation and shall furnish contractor with the minimum rate base thereon. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

ARTICLE 16

Should the Contractor make default or in any manner fail to perform this Contract, or fail to do and perform the work required by the Drawings and Specifications, and should action be brought against the Contractor for such failures, default or breach, then the Contractor agrees that the Court shall assess against the Contractor, in addition to any other award or damages, the reasonable attorneys fees of the Owner incurred in such action.

The Contractor and the Owner for themselves, their successors, executors, administrators, and assigns hereby agree to the full performance of the covenants herein contained.

Micro Etched

ARTICLE 17

MANUFACTURED MATERIALS

"In accordance with the provisions of Sections 4300 to 4305, inclusive, of the Government Code of California, only unmanufactured materials produced in the United States, and only manufactured materials manufactured in the United States, substantially all from materials produced in the United States, shall be used in the performance of this contract, except however, those which fall within the purview of Sections 4301 and 4302, and those purchased under contract within the purview of Section 4303.5 of the Government Code."

This Agreement executed the day and year first written above.

CONTRACTOR

(Seal)

Page Construction Company
Firm

834 Vallejo Avenue

Novato, Marin County, California

D. Babcock
Signature of Authorized Person

PRESIDENT
Title of Authorized Person

Micro Fiched

OWNER

(Seal)

COUNTY OF YOLO, a body politic and corporate

by W. W. Comer
Chairman, Board of Supervisors

ATTEST:
LAURENCE P. HENIGAN
County Clerk and ex-officio Clerk
of the Board of Supervisors

by

APPROVED AS TO FORM:

County Counsel of the County of Yolo

Micro Fiched

FILED
FEB - 5 1968
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

AGREEMENT NO. 68-12

THIS AGREEMENT dated this 5th day of February, 1968, by and between WILLIAM F. SINGLETON and MARJORIE J. SINGLETON, hereinafter referred to as GRANTORS, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

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W I T N E S S E T H:

GRANTORS agree to convey to COUNTY the hereinafter described real property upon the terms and conditions hereinafter set forth:

1. The real property referred to above is located in the County of Yolo, State of California, and is more particularly described as follows:

A parcel of land being a portion of Lot 21 of Southern Yolo Irrigated Farms being Yolo Realty Syndicate Subdivision No. 4, according to the official plat thereof, filed for record in the Office of the Recorder of Yolo County, California, on September 12, 1914, in Book 3 of Maps, at Page 24, more fully described as follows:

COMMENCING at the Southwest corner of said Lot 21; thence North 66°49'00" East 27.57 feet along the South line of said Lot 21; thence North 01°46'00" East 27.57 feet to the intersection of the Northerly line of County Road No. 32 with the Easterly line of County Road No. 92E, THE TRUE POINT OF BEGINNING; THENCE North 01°46'00" East 63.30 feet along said Easterly line to a point in a non-tangent curve concave to the Northwest, having a radius of 1560.00 feet, a radial line of said curve through said point bearing South 38°04'13" East; thence Northeasterly along said curve through a central angle of 38°54'30" an arc length of 1059.36 feet; thence North 13°01'17" East 168.59 feet to the Northerly line of said Lot 21; thence along said Northerly line North 63°45'00" East 103.34 feet; thence South 13°01'17" West 234.00 feet to a tangent curve; thence along said curve, concave to the Northwest with a radius of 1640.00 feet, a central angle of 23°29'49" an arc length of 672.56 feet to a point of reverse curve; thence along said curve concave to the Northeast, with a radius of 80.00 feet, a central angle of 149°41'50", an arc length of 209.02 feet to the Northerly line of said County Road No. 32; thence South 66°49'00" West 493.66 feet along said

 Wilhoin F. Singleton
Marjorie J. Singleton

Northerly line to the true point of beginning. Containing 2.808 acres.

2. The purchase price is the sum of TWENTY-THREE THOUSAND EIGHT HUNDRED EIGHT ($23,808.00) DOLLARS.

3. COUNTY agrees as follows:

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a. To deposit the purchase price in escrow with Western Title Guarantee Company, Yolo County Division, P. O. Box 372, Woodland, California, Escrow Number 56972, within sixty (60) days of acceptance of this offer.

b. Pay all escrow and recording fees incurred in this transaction, and for any documentary revenue stamps required.

c. During construction of this project (known as County Road 93-A, Work Order No 4036) and prior to completion, the COUNTY will:

1. Construct gravel driveway connections left and right of Engineer's Station 149+54± with suitable roadside culverts (15" Min. I.D.) if required for roadside drainage. Driveways shall have a top width of 20'.

2. Provide reinforced concrete equipment crossing (20' wide) at Engineer's Station 149+80±.

3. Install 242 ± feet of 16" extra strength plain concrete irrigation pipe beginning at a point approximately 163 feet southeast of Engineer's Station 150 & 29 at the terminus of an existing irrigation pipe, and ending at a point approximately 60 feet northwest of Engineer's Station 149 & 10 said point being 20' northwest of the northwest line of the herein described parcel.

3 a. Item 3 above includes 110' of 15" reinforced concrete bell & spigot pipe with rubber gaskets within the R/W and 20' westerly thereof.

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4. Title is to be free of liens, encumbrances, easements, restrictions, rights and conditions of record or known to GRANTORS.

GRANTORS shall furnish to COUNTY at COUNTY'S expense a standard

William J. Singleton

Maryjane L. Singleton

California Land Title Association policy insuring title in COUNTY subject only to liens, encumbrances, easements, restrictions, rights and conditions of record as set forth above. Micro Fiche

5. Property taxes shall be prorated as of October 20, 1968.

6. Title shall vest as follows: COUNTY OF YOLO, a political subdivision of the State of California.

7. GRANTORS agree that upon completion of construction of this project, they will undertake to clear trees from a strip of land approximately 25' in width on each side of the herein described right of way in order to provide a "head-land" area for their field operation.

GRANTORS do further permit the COUNTY or its Contractor to partially or totally remove trees which are located on or near the above described right of way, but located on GRANTOR'S property, which are necessary to facilitate the construction of this project.

8. Upon completion of this project (known as County Road 93-A Work Order No. 4036) and opening of the same to public travel, there will be presented to the Board of Supervisors the customary form of resolution and favorable recommendation of the Department of Public Works covering abandonment of the portion of County Road 92E superseded by the new construction and described as follows:

"That portion of County Road 92E lying between the north line of the hereinabove described project and the south line of County Road 31."

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9. IT IS MUTUALLY AGREED AS FOLLOWS:

a. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the COUNTY of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.

William J. Singleton

Marjorie J. Singleton

b. It is mutually understood and agreed that upon completion of the driveways and irrigation line above mentioned, they shall be considered as encroachments under permit upon the County road and are to be maintained, repaired, and operated as such by GRANTOR. It is understood that this is not a waiver in any way of any rights of the undersigned Grantors or of any remedy authorized by law.

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IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

GRANTORS:

William F. Singleton
WILLIAM F. SINGLETON

Marjorie J. Singleton
MARJORIE J. SINGLETON

COUNTY OF YOLO, a political subdivision

By W. W. Carman
Chairman of the Board of Supervisors

ATTEST:
LAURENCE P. HENIGAN, Clerk

By Dale E. Larson Deputy
(Seal)

Approved as to Form
Dated DEC 5 1980
County Counsel of Yolo County

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

Micro Filmed

William F. Singleton
Marjorie J. Singleton

(8)

AGREEMENT NO. 68-13

PROBATION DEPARTMENT - WELFARE DEPARTMENT OPERATING AGREEMENT

FILED

FEB 14 1968

LAURENCE P. HENIGAN, Clerk

By Peter E. Hutchinson Deputy

Micro Fiched

I. Definitions

A. The term "Department" includes all persons employed within said department. Probation Department includes all agencies under the direction of that department.

B. "Wards of Court" include those minors adjudged Wards of the Court or Dependent Children of the Court.

II. Purpose

Because the Probation and the Welfare Departments have a common goal in working for the best interests of the children who come to their attention, this Agreement has been developed so that:

A. Administrative procedures and departmental areas of responsibility may be clearly defined and established.

B. Social casework services can be extended and developed for children who are, or who are in danger of becoming, dependent or neglected; who have been abandoned; or who are in danger of becoming delinquent.

C. Duplication and overlapping of the services of the two Departments can be minimized and that the services of each Department serve to supplement the other.

D. Parents, the general public and other departments of government may have a clear understanding of the areas of responsibility of the Probation and the Welfare Departments.

E. The final result intended by this Agreement is to provide improved, coordinated services for the protection of the children of Yolo County.

III. Areas of responsibility for children alleged or adjudged to be subject to the jurisdiction of the Juvenile Court as per W & I Code Sections 601 and 602 (delinquent).

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A. Responsibility of the Probation Department.

1. Referral to the Welfare Department by written summary and a copy of court order if board payments are necessary and ward appears to be eligible for AFDC.

2. Written notification to the Welfare Department of changes in living arrangement, changes in placement of the child or other circumstances affecting a Ward for whom AFDC payments are being made.

3. Reports will be submitted at least quarterly to the Welfare Department to reflect continuing eligibility and developments in the family situation.

4. Summaries at predetermined intervals to the Welfare Department to use in annual AFDC eligibility redeterminations.

5. Furnish to Social Welfare Department copies of Court Social Reports on cases receiving or eligible for AFDC if supervised also by that department.

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B. Responsibility of the Welfare Department.

1. Determination of eligibility for AFDC payments upon referral from the Probation Department and the subsequent authorization of AFDC payments in behalf of the eligible wards.

2. Necessary redeterminations of continued eligibility for AFDC payments.

3. Written notification to the Probation Department of significant social information about the ward or his family for use by that department for work with the ward and his family.

4. Prompt written notification to the Probation Department of ineligibility of wards for assistance payments.

IV. Areas of responsibility for child alleged or adjudged to be subject to the jurisdiction of the Juvenile Court as per W & I Code Section 600 (dependent - non-delinquent).

A. Responsibility of the Probation Department.

1. Investigation of complaints about child abuse, neglect or exploitation received by the Department.

2. Prompt preparation of filing of all petitions when required.

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3. Referral to the Welfare Department, when ordered by the Court, by a written summary and a copy of court order of those children adjudged dependent children of the court.

4. Furnish to Social Welfare Department copies of Court Social Reports on cases receiving or eligible for AFDC if supervised also by that department.

B. Responsibility of the Welfare Department.

1. Investigation of complaints regarding child abuse, neglect or exploitation received by the Department.

2. Referral to Probation Department by written summary of those children believed to be in need of formal court protection.

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3. Attendance at Juvenile Court hearing, if requested, to assist the Probation Department and the court.

4. Supervision of children adjudged dependent children of the court so requested by the court or probation officer.

5. Authorization of AFDC payments in behalf of eligible children.

6. Casework services with ward and his family focused on strengthening and preserving the child's own home. For those children living away from their own home such services shall have the added goals of the earliest possible return of the ward to his own home, or, if this is not possible, the release of the child to a licensed adoption agency.

7. Quarterly written reports to the Probation Department concerning the progress of casework with the ward and his family including a recommendation about the continuing need for the formal protection of the court to the child.

8. Written reports to the Probation Department whenever changes in the ward's circumstances require that the court be advised. Such reports are specifically required whenever changes in the ward's living arrangements are necessary or advisable.

V. Areas of responsibility for children in need of placement away from home.

A. Responsibility of the Welfare Department.

1. Upon request of the Probation Department to provide the names of available boarding homes having vacancies and in which homes the needs of the child being considered for placement could best be met.

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2. Placement, upon request of the court or Probation Officer, of those children declared dependent children of the court under W & I Code Section 600.

3. Supervision, while in placement, of children described in Item 2 above, including casework services focused on the return of such children to their own homes at the earliest possible time.

4. Authorization and payment of AFDC boarding home payments to eligible children.

B. Responsibility of the Probation Department.

1. Cooperation with the Welfare Department by encouraging the development and maintenance of an adequate number of licensed boarding homes for children.

2. Annual written evaluations to the Welfare Department of those boarding homes in which children are placed under its supervision, so that proper consideration may be given by the Welfare Department in license renewal.

3. Referral by written summary and a copy of court order of those wards in placement and under its supervision who appear to be eligible for AFDC payments in boarding homes or institutions.

4. Written notification to the Welfare Department of changes in the ward's living arrangements or other changes in circumstances affecting eligibility for AFDC-BHI payments.

VI. Services to children in emergencies.

A. Responsibility of both Departments.

1. Because it is recognized that the needs of children cannot always wait for the preparation of written reports, notices, etc., nothing in this Agreement shall be interpreted to preclude the fulfillment of the respective responsibilities outlined herein by conferences, telephone calls, etc. Whenever the terms of this Agreement call for written material, however, it shall be the responsibility of each Department to follow any mutual verbal arrangements with the required memo, report, etc., within a week after the verbal arrangement.

2. Casework services in behalf of abandoned or neglected children or children temporarily deprived of the care of their parents or guardians, focused on return to home pending other arrangements.

3. Placement services in a licensed boarding home or receiving home when Item 2 above is impossible and parental permission is secured.

VII. Procedural requirements.

A. Requests for wardship or court action.

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1. All requests for wardship or other Juvenile Court action from the Welfare Department will be made by the Welfare Director to the Chief Probation Officer.

2. All requests from the Welfare Department for formal or informal action by the Chief Probation Officer or court will be in writing, in duplicate, and will be in such form as to fully support the necessity for the request. Such request will clearly state specific action desired and reference made to appropriate W & I Code Sections.

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B. Processing AFDC applications.

1. Court wardship in itself does not imply eligibility for AFDC nor is it a major factor in determining eligibility for AFDC.

2. Referrals from the Probation Department for AFDC application shall include:

   a. A copy of the latest investigation report.

   b. A certified copy of the latest court order.

   c. A request for Welfare Department supervision of dependent (non-delinquent) children unless otherwise agreed upon by the Probation Officer and the Social Welfare Director.

3. The Welfare Department will promptly prepare necessary AFDC information for completion by the Chief Probation Officer or a responsible relative of the ward or dependent child.

4. Welfare Department will promptly process all applications for AFDC and will grant aid where eligibility exists.

VIII. Conference Policy.

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The delineation of responsibilities outlined above constitute the general operating policies of the two Departments. In individual instances, however, when either Department believes that the best interests of a child would be served by arrangements different from the policies herein contained, either Department may request a conference. The decision reached at the conference shall be binding on both Departments even though it may differ from the established policies. A proper record of such exceptions shall be made.

IX. The Chief Probation Officer and the Welfare Director shall

review this agreement at least annually. Recommendations as to needed changes shall be made in writing at that time.

Edward M Gurley
Director of Social Welfare

Leroy Ford
Chief Probation Officer

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W W Connor
Chairman
Board of Supervisors

Judge of the Juvenile Court

Date February 13, , 1968

Approved as to Form
Dated FEB 14 1968

County Counsel of Yolo County

Micro Elcfied

COPY

FILED
MAY - 1 1968
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

YOLO COUNTY
AGREEMENT NO. 68-14

FORM RW-323 (Rev. 5-61)

Sc. #03210
M.A.# 410 W.A.# 132801 Dist. 03 Co. Yol Rte. 16 Sec. ____

GRANT OF RIGHT TO TAKE MATERIAL
FOR HIGHWAY PURPOSES

Micro Fiched

THIS AGREEMENT, dated Feb. 20, 1968 between The County of Yolo, hereinafter called "Owner", and the State of California, acting by and through the Department of Public Works, Division of Highways, hereinafter called "State",

WITNESSETH THAT:

For and in consideration of the sum of One Dollar ($1.00), receipt of which is hereby acknowledged, and of the covenants hereinafter set forth, the parties hereto agree as follows:

1. Owner represents and warrants that it is the owner in fee simple of the following described lands situated in the County of Yolo, State of California:

Lot 36 of Guinda Colony Tract, as shown in Book 1 of Maps, Page 47, Official Records of Yolo County, California,

and that it has the exclusive right to enter into this agreement and to receive for its own use and benefit any royalty or other consideration payable, or that may become payable, hereunder.

2. Owner grants to State the right, at any time and from time to time during the period of 2 year(s) from and after date of this agreement, and for such further period as may be required under paragraph 12 hereof, to enter upon the following described portion of the aforesaid land and to excavate and remove therefrom materials, if, as, and when desired by State, such materials to be excavated and removed at such times and in such quantities as the State may deem necessary, but not to exceed the maximum quantity of 5,000 cubic yards. The portion of the aforesaid land referred to above is described as follows:

That area outlined in red on the map attached hereto and made a part hereof.

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2 a. The area from which material is to be removed shall be approved by the Contractor prior to start of operations.

3. Owner grants to State, the right of ingress and egress to and from the area described in Paragraph 2 hereof over and across the following route: Existing roads

Micro Fiched

4. Owner grants to State the right to erect, operate and maintain at said material location, or on land adjacent thereto, such equipment or plant as may be necessary for handling or sorting the excavated material or manufacturing roadbuilding material therefrom, together with the right to use the water of any stream to which Owner has a right. The right to remove such equipment or plant at any time is hereby reserved to State.

5. State agrees to pay, or cause to be paid, to Owner for all rights herein granted a royalty of ten (10) cents per cubic yard of material removed from said property, such material to be measured in excavation or in vehicle at point of delivery at State's option. In the event State elects to pay on the basis of weight of material rather than yardage, State agrees to pay, or cause to be paid, to owner for all rights herein granted a royalty of seven (7) cents per ton. This payment will be based on the same measurement as is used in determining payment to State's contractor for weight of material removed. Owner shall be furnished a statement on the first of each month showing the amounts of the respective materials removed and payment of royalty shall be in accordance with State's established procedure for paying such obligations.

6. State shall replace, or cause to be replaced, as nearly as reasonably possible, in their original locations, any and all fences which it may find necessary to remove or relocate in securing material or in transporting same after excavation.

7. Owner waives any and all claims by reason of the State not removing the maximum quantities of material hereinabove stated, it being expressly understood and agreed that State is not obligated to pay any royalty hereunder, except upon material actually removed from said premises.

8. State agrees that, if its contractor exercises any of the rights and privileges granted herein, then State will require its contractor to execute a document stating that Contractor agrees to hold the Owner harmless from all claims for injury to persons or damage to property resulting from contractor's operations on owner's property.

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9. State may terminate this agreement at any time upon giving written notice to Owner and paying all royalties for which payment has not theretofore been made, or said agreement may be otherwise amended or modified upon the mutual consent of the parties hereto.

10. The within grant is not and shall not be construed as an agreement for the sale of tangible personal property.

11. The rights and privileges hereby granted or reserved to State, may at the option of State, be exercised by any agent or contractor of State.

12. If at the expiration of the term of this agreement State's Contractor has commenced but has not completed operations in connection with the removal of material from the portion of Owner's property described in paragraph 2 hereof, then this agreement shall not terminate on said expiration date but shall remain in full force and effect until such contract has been accepted by the State or until State's Contractor notifies Owner that he has completed operations on Owner's property, whichever shall first occur.

IN WITNESS WHEREOF, this agreement has been executed.

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RECOMMENDED FOR APPROVAL:

District Right of Way Agent

District Mtce. Engineer
District Constr. Engineer

~~Maintenance Engineer, Hq.~~
Asst. Construction Engineer, Hq.

APPROVED:
HEADQUARTERS RIGHT OF WAY OFFICE
By

County of Yolo

Chairman, Board of Supervisors
County of Yolo, State of California

(Owner)

STATE OF CALIFORNIA
Department of Public Works
Division of Highways

By
DISTRICT ENGINEER

Approved as to form
Dated FEB 27 1968.
County Counsel of Yolo County

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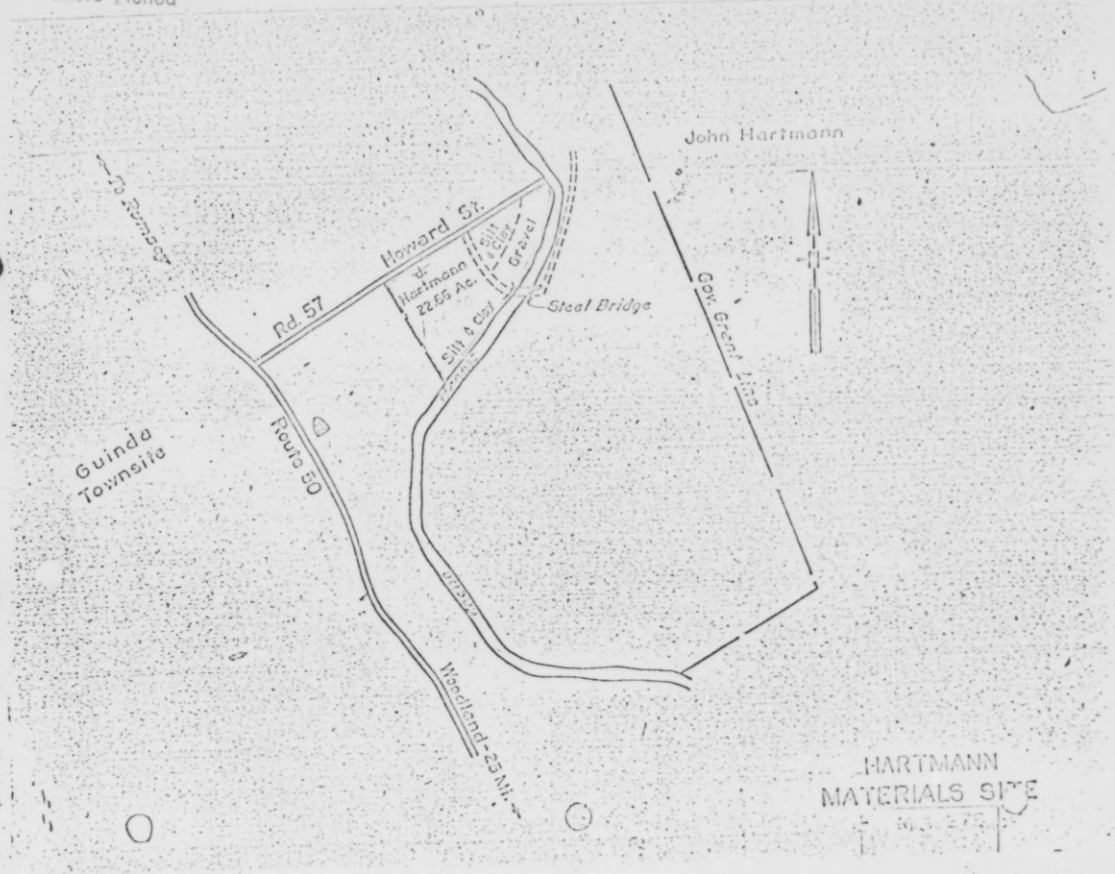
Micro Fiched

Micro Fiched



YOLO COUNTY
AGREEMENT NO. 68-15

Document File No.

FILED
MAR 31 1968
LAURENCE A. HINES, JR. CLERK
By Barbara Rodgers, Deputy

AGREEMENT FOR MAINTENANCE OF TRAFFIC SIGNALS AND INTERSECTION LIGHTING ON STATE HIGHWAYS IN THE COUNTY OF YOLO

Micro Fiched

THIS AGREEMENT, made and executed this 18th day of March, 1968 by and between the Department of Public Works of the State of California, acting by and through the Division of Highways, hereinafter called the "Department" and the County of Yolo hereinafter referred to as "County".

WITNESSETH:

RECITALS:

The parties, pursuant to the provisions of Section 130 of the Streets and Highways Code, desire to apportion the expense of maintenance of certain approved traffic signals and highway lighting facilities at the intersection of County roads and State Highways within the County, and to arrange herein for the particular maintenance functions to be performed by the County and the Department and to specify the distribution of the costs of such maintenance between the respective parties.

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AGREEMENT:

This Agreement shall supersede all previous agreements between Department and County with respect to maintenance of traffic signals and intersection lighting.

1. The County will furnish service for or perform such maintenance work as is specifically delegated to it and the Department will furnish service for or perform the work not otherwise assigned to the County, all as shown in Exhibit "A" attached hereto.

2. Routine maintenance work to be performed will include patrolling, furnishing of electric energy and the necessary repairs or replacements as required to insure a satisfactory service. Installation of additional facilities is not a maintenance function under provision of this Agreement.

3. The agency to perform the maintenance work or provide the required service shall be as indicated in said Exhibit "A". The percentage of costs to be borne by the agency performing the maintenance or providing the service shall be in accordance with that shown in said Exhibit "A".

4. It is agreed that estimated monthly rates shall be established for operation and maintenance of traffic signals and flashers based on cost per unit. The unit cost and monthly rate for work to be performed by the Department will include overhead and administrative charges in accordance with the State Administrative Manual. It is also agreed that an estimated monthly rate shall be established for maintenance and energy costs of each type of intersection light.

It is further agreed that said estimated monthly rates shall be revised or adjusted as of June 30th each year if necessary to insure an equitable annual cost.

It is agreed that the estimated monthly rates applicable to each intersection as shown on Exhibit "A" shall apply to the period July 1 through June 30.

Micro Filmed

Micro Filmed

5. TRAFFIC SIGNALS. The cost of maintenance and operation of traffic signal facilities at intersections of County roads and/or streets with the State Highways shall be shared between the Department and the County in the same ratio as the number of intersecting roads or streets under jurisdiction of the respective agencies bears to the total number of roads or streets within the particular intersection.

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6. HIGHWAY LIGHTING. Where highway lighting has been specifically approved at an intersection, the maintenance and energy costs thereon shall be shared between the Department and the County in the same ratio as the number of intersecting roads or streets under jurisdiction of the respective agencies bears to the total number of roads or streets within the particular intersection.

7. Bills for routine maintenance as defined above shall be submitted semi-annually on December 31st and June 30th of each year. Bills shall be in accordance with that shown on said Exhibit "A".

8. Extraordinary expense, such as for repair or replacement of extensive damage, shall be assessed directly against the particular installation involved. Billings for such costs shall be itemized as to materials, including service and expense, salaries and wages, and equipment rental.

Micro Filmed

9. LEGAL RELATIONS AND RESPONSIBILITIES: Nothing in the provisions of this Agreement is intended to affect the legal liability of either party to the contract by imposing any standard of care respecting the maintenance of State highways different from the standard of care imposed by law.

It is understood and agreed that neither the State, the Department, nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the County under or in connection with any work, authority or jurisdiction delegated to the County under this Agreement for Maintenance. It is also understood and agreed that, pursuant to Government Code Section 895.4, the County shall fully indemnify and hold the State harmless from any damage or liability occurring by reason of anything done or omitted to be done by the County under or in connection with any work, authority or jurisdiction delegated to the County under this Agreement.

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It is understood and agreed that neither the County nor any officer or employee thereof, is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the Department under or in connection with any work, authority or jurisdiction not delegated to the County under this Agreement for Maintenance. It is also understood and agreed that, pursuant to Government Code Section 895.4, the Department shall fully indemnify and hold the County harmless from any damage or liability occurring by reason of anything done or omitted to be done by the Department under or in connection with any work, authority or jurisdiction not delegated to the County under this Agreement.

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10. This Agreement shall become effective this 1st day of January, 1968 and shall remain in full force and effect until terminated upon thirty days notice by either party.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

APPROVAL RECOMMENDED

District Engineer

Maintenance Engineer

Approved as to form and procedure:

Attorney, Department of Public Works

Attorney for County

COUNTY OF YOLO

By

Chairman, Board of Supervisors, County of Yolo, State of California

Attest: LAURENCE P. HENIGAN
County Clerk and Ex-Officio Clerk of the Board of Supervisors

BY Barbara A Rodgers, Deputy

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS

By

Deputy State Highway Engineer

MAR 19 1968

Approved as to form
Dated FEB 2 1968

County Counsel of Yolo County

Micro Fiched

Micro Fiched

Micro Fiched

YOLO COUNTY

Micro Fiched

Effective January 1, 1968

EXHIBIT "A"

TRAFFIC SIGNAL MAINTENANCE

AND

BASIS OF COST DISTRIBUTION

Billed and Maintained by the Department

Co.-Rte	Location	Type of Facility	Monthly Estimated Cost Per Signal	Monthly Estimated Total Cost	Distribution of Cost State	Distribution of Cost County
Yol-16	Hwy. 16 & 3rd St., Broderick	28 Units	$5.50	$154.00	$ 77.00	$ 77.00
Yol-16	Hwy. 16 & 5th St., Broderick	25 Units	5.50	137.50	68.75	68.75
Yol-16	Hwy. 16 & County Road 102	4 Units (Flashers)	5.00	20.00	10.00	10.00
Yol-80,84	Hwy. 80,84; Jefferson & Park	42 Units	5.50	231.00	192.50	38.50

This Exhibit "A" supersedes and cancels the existing Exhibit "A" and is effective as of January 1, 1968. The Department's billing is based on actual cost plus overhead on labor for the facilities maintained by the Department.

YOLO COUNTY

Effective January 1, 1968

EXHIBIT "A"

INTERSECTION LIGHTING MAINTENANCE

AND

BASIS OF COST DISTRIBUTION

Billed and Maintained by the Department

Micro Fiched

Micro Fiched

Co.-Rte.	Location	Type of Facility	Monthly Estimated Cost Per Lamp	Monthly Estimated Total Cost	Distribution of Cost State	Distribution of Cost County
Yol-5	Hwy. 5 and Kentucky Avenue	2-Lamps	$4.00	$ 8.00	$ 4.00	$ 4.00
Yol-16	Hwy. 16 & 3rd St., Broderick	2-Lamps	4.00	8.00	4.00	4.00
Yol-16	Hwy. 16 & 5th St., Broderick	2-Lamps	4.00	8.00	4.00	4.00
Yol-16	Hwy. 16 & County Road 102	2-Lamps	4.00	8.00	4.00	4.00
Yol-16	Hwy. 16 & Kegle Drive	2-Lamps	4.00	8.00	5.34	2.66
Yol-80	Hwy. 80 & Yolo Causeway U.C.	5-Lamps	4.00	20.00	10.00	10.00
Yol-80,84	Hwy.80,84 & Jefferson & Park	6-Lamps	4.00	24.00	20.00	4.00
Yol-84	Hwy. 84 and Devon	2-Lamps	4.00	8.00	4.00	4.00
Yol-84	Hwy. 84 and Stone	3-Lamps	4.00	12.00	8.00	4.00
Yol-113	Hwy. 113 & Kentucky Avenue	2-Lamps	4.00	8.00	4.00	4.00
Yol-275	Hwy. 275 & WB off Capitol Ave.	2-Lamps	4.00	8.00	4.00	4.00
Yol-275	Hwy. 275 & West Capitol Ave.O.C.	4-Lamps	4.00	16.00	8.00	8.00
Yol-275	Hwy. 275 and 2nd Street	1-Lamp	4.00	4.00	2.67	1.33
Yol-275	Hwy. 275 and 3rd Street	1-Lamp	4.00	4.00	2.00	2.00
Yol-275	Hwy. 275 and River Road	2-Lamps	4.00	8.00	5.34	2.66
Yol-275	Hwy. 275 & 3rd St.& River Road	3-Lamps	4.00	12.00	8.00	4.00
Yol-275	Freeway and 5th Street	2-Lamps	4.00	8.00	2.00	6.00

This Exhibit "A" supersedes and cancels the existing Exhibit "A" and is effective as of January 1, 1968 The Department's billing is based on actual cost plus overhead on labor for the facilities maintained by the Department.

FILED
FEB 26 1968
LAURENCE P. HENIGAN, Clerk
By PETE P. LUCAS Deputy

AGREEMENT NO. 68-16

(Yolo County Communications Department Service Agreement)

Micro Fiched

THIS AGREEMENT made and entered into this 13th day of February, 1968, by and between the COUNTY OF YOLO, hereinafter called COUNTY, and the CITY OF DAVIS, Public Works Department, hereinafter called OWNER, each a governmental entity, organized and existing under and by virtue of the law of the State of California; and

WHEREAS, it is the desire of the OWNER, that the COUNTY service, repair, and maintain all of the radio communication equipment of the OWNER; and

WHEREAS, it is the desire of the COUNTY to service, repair, and maintain the said radio communication equipment of OWNER.

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. That the COUNTY will, when notified by the OWNER, repair, service, and maintain the said radio communications equipment; said OWNER shall allow the Yolo County Communications Department personnel a reasonable amount of time to arrive at the location where said equipment to be repaired, serviced and maintained is situated.

2. COUNTY will provide the OWNER common equipment service consisting of the use of the mobile repeater unit operated by and licensed to COUNTY to facilitate the operation of OWNER'S mobile and control units and handi-talkie units.

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3. It is mutually agreed that the COUNTY shall charge, and the OWNER shall pay to the COUNTY, the following amounts as indicated for the services, repairs and maintenance listed herein.

(a) Seven and 50/100 dollars ($7.50) per man hour shall be charged for labor. All labor charges

Micro Fiched

shall commence upon leaving the county shop and will terminate upon return to the county shop.

(b) All parts to be charged out at COST PLUS TEN PERCENT (10%).

(c) Standard mobile installations shall be thirty dollars ($30.00).

(d) Removal of mobile units shall be seven and 50/100 dollars ($7.50).

(e) Required F.C.C. measurements shall be charged at the rate of seven and 50/100 dollars ($7.50) per transmitter. HOWEVER, it is further agreed that the rates charged for this service does not include labor for repairs to the equipment.

4. It is mutually agreed that the OWNER shall hold the COUNTY harmless for any damage or injury to person or property which may result from the failure, for any and all reason, of the Yolo County Communications Department in fulfilling the terms of this agreement.

5. It is mutually agreed that this agreement shall remain in force until the same is terminated by either party hereto by giving sixty (60) days notice in writing to the other party of their intention to terminate same.

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DATED this 26th day of February, 196 8.

COUNTY OF YOLO

BY W. W. Comer
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER

CITY OF DAVIS, Public Works Department

BY ORIGINAL SIGNED BY: KENT GILL Mayor

BY HOWARD L. REESE City Clerk

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY PETE E. LUCAS DEPUTY
(SEAL)

FILED
MAR - 7 1968
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 68-17

LEASE

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THIS LEASE, made and entered into by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as LESSOR, and MURCHISON CONSTRUCTION COMPANY, a corporation, hereinafter referred to as LESSEE,

W I T N E S S E T H:

IT IS MUTUALLY AGREED as follows:

1. Leasing and Term: LESSOR hereby leases to LESSEE, and LESSEE hereby leases from LESSOR, the following described real property:

Cement block building approximately 12' x 26' located approximately 300 feet East of the State Division of Forestry lookout building located on Mt. Berryessa in Yolo County, for a term of seven months commencing on March 4, 1968.

2. Rent: The rent therefor shall be the sum of Three-hundred Dollars ($300.00), payable on the first day of the term.

3. Use of Premises: LESSEE shall use said premises only as a construction headquarters and storage, and in connection therewith shall comply with all governmental laws and regulations.

4. Assignment and Sub-Letting: LESSEE shall neither assign this lease, nor sub-let the whole or any part of said premises, without the written consent of LESSOR.

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5. Waiver of Benefits: LESSEE hereby waives all rights and benefits under Section 1941 and 1942 of the California Civil Code, and hereby releases, and promises to indemnify and save harmless, LESSOR from any and all claims, demands, liabilities and actions for damages which may be sustained by LESSEE, or any other persons, during the time LESSEE may be in possession of said premises.

6. Utilities: LESSEE shall pay for all utilities including, but not limited to, water, gas, electricity, garbage removal and telephone service.

7. Waste and Alterations: LESSEE will not commit, or suffer to be committed, any waste upon said premises, or any public or private nuisance, and LESSEE will not make or suffer to be made any alterations of the premises or any part thereof without the written consent of LESSOR first had and obtained.

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8. Surrender of Premises: LESSEE shall promptly surrender the premises to LESSOR at the expiration of the term of this Lease, in good order and repair, reasonable wear and tear and damage of the elements excepted.

9. Attorney's Fees: In the event that LESSOR should bring suit for the possession of the premises, for the recovery of any sum due under, or because of, the breach of any covenant in this Lease, or for any other relief against LESSEE, declaratory or otherwise, or should LESSEE bring any action for any relief against LESSOR, declaratory or otherwise, arising out of this Lease, and LESSOR should prevail in any such suit, LESSEE shall pay LESSOR a reasonable attorney's fee, which shall be deemed to have accrued on the commencement of such action, and shall be enforceable whether or not such action is prosecuted to judgment.

10. Personal Property: LESSEE shall not vacate or abandon the premises at any time during the term, and if LESSEE shall abandon, vacate, or surrender said premises, or be dispossessed by process of law, or otherwise, any personal property belonging to LESSEE and left on the premises shall be deemed to be abandoned, at the option of the LESSOR, except such property as may be mortgaged to LESSOR.

11. Conditional Limitations: Each term and each provision of this Lease performable by LESSEE shall be construed to be both a covenant and a condition.

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12. Waiver: One or more waivers by LESSOR of any covenant or condition shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition. LESSOR'S consent to or approval of any act by LESSEE requiring LESSOR'S consent or approval shall not be deemed to waive or render unnecessary LESSOR'S consent to or approval of any subsequent similar act by LESSEE.

13. Binding on Successors: Subject to conditions herein, the terms and provisions of this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of LESSOR and LESSEE.

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IN WITNESS WHEREOF, the parties hereto have executed this Lease in duplicate, this 6th day of March, 1968.

LESSOR -
COUNTY OF YOLO, a political subdivision of the State of California

Original signed:
BY W. W. CONNER
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

LESSEE -

MURCHISON CONSTRUCTION COMPANY

BY Original copy signed

Micro Fiched

Baldwin Rodgers

AGREEMENT NO. 68-18

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

Micro Fiched

THIS AGREEMENT, made and entered into this 18th day of March, 19 68, by and between M. L. Dubach, Inc. and H. E. Graf, Inc. (Joint Venture)

hereinafter termed "Contractor," and the County of Yolo, hereinafter termed "County";

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the Contractor's accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said County, and under the conditions expressed in the two bonds, bearing even date with this contract, and hereunto attached, the said Contractor agrees with said County at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications and plans to be furnished by said County necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the Department of Public Works, of the County of Yolo,

County Road 93A between County Road 32 and County Road 31 approximately 4 miles northeast of Winters. (Two bridges and a box culvert not a part of this contract)

(Description and Location of Project)

in accordance with the special provisions, and specifications of the County of Yolo, which said special provisions and specifications are hereby specifically referred to and by such reference made a part hereof.

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The work to be done is shown upon a set of plans entitled County of Yolo, Department of Public Works,

County Road No. 93A

(Plan Index No. 93A.17-93A.25) (WO #4036)

Approved February 5, 1968 (date), by the Director of Public Works, which said set of plans is hereby made a part of this contract.

ARTICLE II - And the said Contractor agrees to receive and accept the prices as set forth in the accepted proposal as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them.

Micro Filmed

ARTICLE III - The said County hereby fixes the time for commencement of said work to be within fifteen (15) days next after the date of this Contract and for its completion to be within Fifty (50) working days next after the actual date of commencement; and further promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

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ARTICLE IV - It is mutually agreed by and between the County and the Contractor that the time of service of any laborer, workman or mechanic employed upon any part of the foregoing work shall be limited and restricted to eight (8) hours during any one calendar day, and neither said party nor any

subcontractor or other person employed upon said work shall require, suffer, or permit any such laborer, workman or mechanic to labor thereon more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger of life or property.

ARTICLE V - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Special Provisions which are hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

ARTICLE VI - It is further stipulated and agreed by and between the County and the Contractor hereto that no alien shall be employed upon any part of the foregoing work, except in cases of extraordinary emergency caused by fire, flood or danger to life or property, or except to work upon public, military or naval defenses or work in time of war. For any breach of any of the stipulations contained in the above paragraphs relative to hours of labor, rates of wages and employment of aliens, the Contractor shall forfeit to the said Board of Supervisors of the County of Yolo, to be retained by said County out of monies payable to said party under the terms of this Contract, a penalty in the sum of Ten (10) Dollars per day for each laborer, workman or mechanic employed in the execution of said Contract, by said Contractor, or any subcontractor under it for each calendar day during which any such laborer, workman or mechanic is required and/or permitted to labor more than eight (8) hours in violation of and/or is paid a rate of wages in violation of the provisions of said paragraphs and the stipulations of this Contract.

ARTICLE VII - It is further stipulated and agreed that the materials and supplies used in the work herein described shall be only such as are substantially produced in the United States of America, as required by Chapter 4 of Division 5 of Title 1 of the Government Code of the State of California.

IN WITNESS WHEREOF, the Parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED:

(County Counsel)

COUNTY OF YOLO

By

Chairman of the Board of Supervisors

ATTEST:

Lawrence P. Henigan, Clerk

By Deputy

M. L. DUBACH, INC. and H. J. GRAF, INC.

By M. L. DUBACH, INC.

(Merrill L. Dubach) Joint Venturer

Contractor

Micro Fiched

Micro Fiched

FILED

MAR 11 1968

LAURENCE P. HENIGAN, Clerk
By Barbara A. Hodges
Deputy

AGREEMENT NO. 68-19

LEASE AGREEMENT

CUBIC CORPORATION, 9233 Balboa Avenue, San Diego 23, California, as LESSOR, and COUNTY OF YOLO, c/o County Clerk, County Courthouse, Woodland, California, as LESSEE, mutually agree as follows:

1. LESSOR shall lease to LESSEE for a period of five years commencing on 15 April, 1968 and ending on 14 April, 1973, 1 Votronics Buffer, Model No. CM-11.

2. The rental sums shall be payable in advance, quarterly (i.e. every three months). The first payment in the amount of $519.00 shall be due and payable on 15 April, 1968 and will cover the period through July 14, 1968.

Micro Filmed

3. The remaining nineteen payments hereunder in the amount of $519.00 each shall be paid on the 15th day of July, October, January and April successively commencing on July 15, 1968, the last payment becoming due on 15 January, 1973. Such rental sums shall become due only in consideration of LESSEE's right to possess and use the leased equipment referred to herein.

4. LESSEE shall pay all transportation costs, both to and from LESSOR's plant. LESSEE, at its option, shall have the right to provide its own transportation of the leased equipment to and from LESSOR's plant so long as LESSOR has been advised sufficiently in advance to accommodate LESSEE.

5. The leased equipment shall be used only by the LESSEE or by operators in its direct employ, and the leased equipment shall not be transferred or delivered or sublet to any person, firm, association, corporation, or governmental agency. Within the physical and geographical confines of the County of Yolo, however, it is understood and agreed that LESSEE may, while maintaining control of both the leased equipment and the operators of the leased equipment, lend or sublease the equipment to local governmental agencies without the necessity for paying any additional rental to LESSOR herein. This exception granted by LESSOR shall not relieve LESSEE of its obligations under this lease, and, further, LESSEE expressly hereby agrees that all of its duties and obligations under this lease shall continue and be in full force and effect during the period of any such loan or sublease.

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6. This agreement shall not be assigned by the LESSEE either by its own act, or by operation of law, except with LESSOR's written consent, and any attempted assignment of this agreement shall be null, void, and of no legal effect whatsoever.

7. LESSEE shall provide normal safeguards for the care of the equipment consistent with good engineering practice and maintenance.

8. LESSOR shall, at all times during normal business hours, have the right to enter into and upon the premises where the leased equipment is located and shall be permitted to inspect the equipment to assure itself that LESSEE is complying with the requirements of this lease. LESSEE shall keep LESSOR advised of the location of the leased equipment at all times for the purpose of this paragraph.

9. It is understood and agreed that LESSEE is going to use the said equipment at, and move it to, various different locations during the term hereof. In connection therewith, and in connection with its performance of all the terms and conditions of this lease, LESSEE agrees to hold LESSOR harmless from, and hereby indemnifies LESSOR against, any claim for loss or damage whatsoever, and, further, to hold LESSOR harmless from any penalty for any violation of any Federal, State or local law by LESSEE.

Micro Fiched

10. The leased equipment at all times shall remain and be LESSOR's sole and exclusive property and the LESSEE shall have no right of property therein, except only the right to use the same upon the conditions herein contained.

11. Should the equipment or its use, or this leasing thereof, be subjected to any taxes, including, but not limited to, Personal Property Taxes, or liens arising from such taxes during the term hereof, LESSEE agrees to assume and pay the same. All notices pertaining thereto and received by LESSOR shall be promptly forwarded to LESSEE for payment and LESSEE agrees to pay the same promptly following receipt thereof, whether forwarded by LESSOR or received directly by LESSEE. If for any reason LESSEE should fail to pay the same following receipt of notice that same is due and the LESSOR is subsequently required to pay the same, LESSEE agrees to promptly reimburse LESSOR following notice and proof thereof.

12. If the LESSEE shall fail to pay any rental or other sums due under this lease or shall fail to observe or perform any other term, condition or provision of this lease, or if any proceeding in bankruptcy, insolvency, reorganization, receivership or assignment for benefit of creditors be instituted by or against LESSEE or its property, and as a result of any of the foregoing LESSEE fails, refuses or is unable to make the payments required of LESSEE or to perform any of the other obligations of LESSEE under the terms of this lease, LESSOR, in addition to any other rights or remedies it may have by law, at its election may (a) without retaking possession of the leased equipment, hold the LESSEE liable for all rents and other sums accrued and unpaid prior to any such default by the LESSEE and for all rents and other sums which shall become due thereafter under the terms of this lease and may recover such sums from the LESSEE from time to time as they become due or at any time thereafter (subject to any applicable statutes of limitation) or (b) retake possession of the leased equipment and either, (i) terminate this lease and the LESSEE's interest in the equipment by giving LESSEE written notice to that effect, in which event the LESSEE shall be liable for all rents and other sums accrued and unpaid prior to such termination, or (ii) without terminating this lease, lease the equipment to a third party for the account of LESSEE and recover monthly from the LESSEE any deficiency between the rents provided for herein and those received from such third party. The LESSOR's election to pursue the remedy provided in clause (b) (ii) above shall not be construed as an election to terminate this lease unless and until the LESSOR gives the LESSEE written notice to that effect.

Micro Fiched

13. LESSEE shall not make or allow to be made any changes whatsoever to the leased equipment except by LESSOR or with prior written consent of LESSOR.

14. It is understood and agreed that LESSOR shall not be responsible for any claim or damage whatsoever resulting from failures in operation of the leased equipment whether direct, proximate, consequential or otherwise.

15. LESSEE agrees, at its own expense, to obtain maximum comprehensive coverage for the full value of the leased equipment with a recognized insurer, to name LESSOR as a co-insured, and to provide LESSOR with a true copy of the policy, or endorsement and Certificate of Insurance. LESSEE further agrees at its own expense to have LESSOR included under its Public Liability and Property Damage insurance coverage as a coinsured with regard to the herein leased equipment, or if such be not possible under the terms of said insurance, then LESSEE agrees to obtain such other insurance for the protection of LESSOR as provides not less than $10/20 Thousand minimum Public Liability and Property Damage coverage, and, in either case, to provide LESSOR with a true copy of that policy, or endorsement and Certificate of Insurance.

16. Upon termination of the lease, as provided in paragraph 12, LESSEE shall forthwith deliver said equipment to LESSOR, at its address as herein stated, or at such other address of LESSOR as LESSOR may designate, within the State of California, complete and in good working order and condition, reasonable wear and tear excepted, and shall pay to LESSOR such sums as are due under the terms hereof, and any other charges that may be due to cover replacement, broken or missing parts at LESSOR's regularly established and then prevailing prices.

17. The terms and conditions of this agreement cannot be waived or altered, except in writing by an authorized officer of LESSOR.

18. Options are hereby granted by the LESSOR to LESSEE to purchase the equipment which is the subject of this lease. These options are granted and shall be exercisable, provided LESSEE is not in default at the time LESSEE exercises the options to purchase, only at one month prior to the expiration of each year of the five-year term of the lease, as follows:

The purchase price for the Buffer shall be as follows:

On the 1st day of the 13th month of the lease . . . . $9,584.
On the 1st day of the 25th month of the lease . . . . $7,850.
On the 1st day of the 37th month of the lease . . . . $6,030.
On the 1st day of the 49th month of the lease . . . . $4,115.
On the last day of the 60th month of the lease . . . $2,100.

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Micro Fiched

LESSEE's exercise of the said options to purchase shall be by one month's prior notice thereof, in writing, as aforesaid, sent by registered or certified mail to LESSOR, and shall be effected by delivering into LESSOR's hands LESSEE's check in the full amount of said purchase price on or before the day hereinabove provided, at which time LESSEE will be furnished a Bill of Sale covering said equipment.

Micro Filmed

LESSEE shall not lose its last right to exercise said options although LESSEE may not have given timely notice of its exercise, unless LESSEE shall fail to exercise the same within 10 days after receipt of written notice from LESSOR to do so and to make prompt payment thereafter.

Upon exercise of any one of the above options, in accordance with the preceding provisions, LESSEE shall be furnished a Bill of Sale for said leased equipment, and this lease shall thereupon terminate.

The purchase prices hereinabove set forth include California state and local sales or use tax at the rate of 5%, and the rental payments specified in this lease agreement shall also include such sales or use tax if the same shall apply to the lease transaction. In the event that a change should occur in the amount or rate of sales or use taxes applicable to either the lease or purchase, or both, as provided in this lease agreement, then the difference in the amount of such tax actually due shall be promptly paid by LESSEE to LESSOR on receipt of notice if the tax is increased, or refunded by LESSOR to LESSEE if the tax is decreased.

It is understood and agreed by and between the parties hereto that should the equipment which is the subject matter of this agreement not reasonably satisfactorily perform in the June, 1968 Primary, LESSEE may, on or before the 15th day of July, 1968 (but not otherwise) advise LESSOR in writing of its decision to cancel and void this agreement without any further liability or obligation on its part and LESSOR does hereby agree to accept LESSEE's said decision and, in writing, agree to said cancellation.

19. In the event during the term hereof the leased equipment is lost, destroyed, or damaged beyond repair, this lease shall thereupon forthwith terminate with respect to said equipment on payment to LESSOR of any rent then due, owing and unpaid together with the aggregate of the option purchase price payable for the said equipment on the option purchase date next following such loss, destruction, or damage, plus the rental payments payable for such equipment from the time of such loss, destruction, or damage to said next following option purchase date. LESSEE will receive a credit against the foregoing for the amount, if any, received by LESSOR from the proceeds of the hereinabove provided for insurance.

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20. This lease agreement is not and is not to be construed to be a conditional sale or other sales or purchase contract, and is wholly independent of and severable from any warranty, maintenance, service or other agreement or obligation of LESSOR respecting the leased equipment.

21. This lease agreement shall be binding upon and shall inure to the benefit of the assigns and successors of the respective parties hereto and in the event LESSOR incurs collection expense, including attorneys' fees, in enforcing any payment obligations of LESSEE hereunder, LESSEE agrees to pay a reasonable additional sum for such expense.

22. This agreement shall be construed in accordance with the laws of and shall be deemed to have been executed in the State of California.

23. This agreement shall be binding and effective upon its being duly executed by both of the parties hereto and its effective date shall be the date affixed hereon by the last signator hereto.

Micro Filmed

DATED: March 11 1968

CUBIC CORPORATION, LESSOR

BY [signature]

Title: Vice Pres

and

BY [signature]

Title: Secretary

(SEAL)

DATED: MARCH 11, 1968

COUNTY OF YOLO, LESSEE

BY [signature]
Chairman, Board of Supervisors

ATTEST:

LAURENCE P. HENIGAN, COUNTY CLERK
Ex-officio Clerk of the Board of Supervisors

BY [signature]

Title: Deputy Clerk

(SEAL)

Approved as to Form
Dated MAR 7 1968
[signature]
County Counsel of Yolo County

Micro Filmed

Woodland, California

MARCH 11, 1968

E. L. Wallace and Louise Wallace, husband and wife

Grantor

FILED
MAR 11 1968
LORENCE P. HOLMAN, Clerk
By ..... Deputy

AGREEMENT NO. 68-40

RIGHT OF WAY CONTRACT-COUNTY HIGHWAY

Micro Fiched

Document No. 68-12 in the form of a Grant Deed covering the following described property:

A parcel of land being portions of Lots 3, 5, 6, 12, 13 and 20 of Southern Yolo Irrigated Farms being Yolo Syndicate Subdivision No. 4, according to the official plat thereof, filed for record in the Office of the Recorder of Yolo County, California, on September 12, 1914 in Book 3 of Maps, at Page 24, more fully described as follows:

COMMENCING at the Northeast corner of said Lot 3; thence South 01° 46' 00" West 30.00 feet along the Easterly line of said Lot 3 to the Southerly line of County Road No. 31, THE TRUE POINT OF BEGINNING; THENCE South 01° 46' 00" West 70.00 feet to a point in a non-tangent curve concave to the South, having a radius of 1490.00 feet, a radial line of said curve through said point bearing North 01° 32' 15" East; thence Westerly along said curve through a central angle of 28° 45' 51", an arc length of 748.02 feet to a point in a non-tangent line; thence along said line South 86° 09' 32" West 159.10 feet to a point in a non-tangent curve concave to the Southeast, having a radius of 1560.00 feet, a radial line of said curve through said point bearing North 32° 35' 53" West; thence southerly along said curve through a central angle of 44° 22' 50", an arc length of 1,208.36 feet; thence South 13° 01' 17" West 2274.46 feet to the Southerly line of said Lot 20; thence along said Southerly line South 63° 45' 00" West 103.34 feet; thence North 13° 01' 17" East 2339.87 feet to a tangent curve; thence along said curve, concave to the Southeast, with a radius of 1640.00 feet, a central angle of 44° 22' 50", an arc length of 1,270.32 feet to a non-tangent line; thence North 57° 13' 56" West 449.00 feet to the Southerly line of said County Road No. 31; thence along said Southerly line the following two (2) courses; (1) South 87° 07' 56" East 1304.61 feet; (2) South 88° 26' 53" East 0.23 feet to the true point of beginning.

Containing 11.054 acres.

Micro Fiched

has been executed and delivered to H. Van Reyper, Jr., Director of Public Works of the County of Yolo.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

I. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.

Micro Fiched

II. The County shall:

A. Pay the undersigned grantor the sum of $48,500.00 for the property as conveyed by Grant Deed No. 68-12 (herein described) within ninety (90) days after date title to said property vests in, or is in escrow for the County of Yolo. This transaction will be handled through an Escrow #56973 with Western Title Company of Woodland. It is agreed between the parties that of the sum above set forth, $11,054.00 represents what is being paid by the County of Yolo for the land taken in fee, above described, and the sum of $37,446.00 represents the sum being paid by the County of Yolo for damages to the remaining property of Grantor. Grantors shall convey to County fee title, insured by a standard California land title association policy, free and clear of all liens, encumbrances, easements, restrictions, rights and conditions of record, or known to Grantors, save and except those matters listed as exceptions 3 through 8 in that certain preliminary title report dated June 8, 1966, issued by Western Title Company of Woodland, Order No. 56973.

Micro Fiched

B. Cancel any unpaid taxes applicable to the subject property for the fiscal year 1967/68.

C. Pay escrow and recording fees incurred in this transaction and title insurance premium.

D. During construction of this project (known as County Road 93A - W.O. #4036) and prior to completion, the County will:

Micro Fiched

1) Provide gravel driveway access with necessary roadside drainage culverts (15" Min. I.D.) at left and right of Engineer's Station 174+00±. Driveways should have a top width of 20'.

2) Provide reinforced concrete equipment crossing (20' wide) at Engineer's Station 174+00.

3) Construct 36" concrete pipe siphon complete with inlet and outlet structures at Engineer's Station 156+30±, with a flow line elevation of 101.67 on the West side, and 101.45 on the East side of County Road 93-A.

4) Construct 36" concrete irrigation pipe complete with inlet and outlet structures at Engineer's Station 190+40±.

5) Provide a "temporary" pipe crossing of a minimum 21" diameter at approximate Station 176+40± to permit irrigation of the existing alfalfa field during construction period. Exact location to be determined in the field by Wallace and County Engineer; invert elevation placed so that the top of the pipe meets natural ground West and East of the County Road. (West side elevation equal to 100.61 and East side elevation equal to 100.41).

Micro Fiched

6) Conform its construction plans to the recommendations set forth in that certain letter dated February 28, 1968, as corrected March 5,

1968, signed by John H. Roberts of Yolo Engineers & Surveyors which is hereby incorporated by reference.

Micro Fiched

7) Provide for the relocation of the existing overhead power lines along the present right of way of County Road 92E as to the portion of said right of way to be abandoned under the provisions of Paragraph IV hereof, to the extent that Grantors' lands lie on both sides of the right of way, the power lines to be relocated within the confines of the property herein agreed to be conveyed to the County.

III. It is mutually understood and agreed that upon completion of the driveways, pipelines, culverts, and appurtenances above mentioned which are located within the herein described property they shall be considered as encroachments under permit upon the County Road and are to be maintained, repaired, and operated as such by grantor in accordance with and subject to the laws of the State of California and the rules and regulations of the Department of Public Works of the County of Yolo.

IV. Upon completion of this Project (known as County Road 93A-Work Order No. 4036) and opening of the same to public travel, there will be presented to the Board of Supervisors the customary form of resolution and favorable recommendation of the Department of Public Works covering abandonment of the portion of County Road 92E superceded by the new construction and described as follows:

Micro Fiched

"That portion of County Road 92E lying between the north line of the hereinabove described project and the south line of County Road 31".

It is further agreed that during construction of this project, the County will cause to be excavated that portion of County Road 92E lying between the North line of the Martin Property

and the south bank of Chickahominy Slough. The excavation shall include the existing pavement and roadway shoulders to a depth of approximately 2.0 ft. as measured from the crown of the existing roadway. Following completion of the excavation, and prior to the adoption of the resolution of abandonment, Grantor shall have permission to enter upon and occupy the portion of County Road 92E above referred to and to use and to occupy the said area for agricultural purposes. Upon abandonment, title to all remaining improvements in the said portion of County Road 92E lying within the remaining lands of Grantors, including the bridge crossing Chickahominy Slough, shall revert to Grantors.

V. Grantors hereby agree to permit County, or its Contractor, to enter upon the lands of Grantor as may be necessary to accomplish the work as described in Item II-D above.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Micro Fiched

Grantor

Recommended for Approval,

By _____
Director of Public Works

_____
Chairman of the Board of Supervisors
County of Yolo, State of California

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

AGREEMENT NO. 68-21

THIS AGREEMENT dated this 15th day of February, 1968, by and between G. H. SHADINGER and EDNA M. SHADINGER, hereinafter referred to as SELLERS, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

Micro Fiched

W I T N E S S E T H:

SELLERS agree to convey to COUNTY the hereinafter described real property together with the fixtures, equipment and personal property formerly employed in that certain hotel and coffee shop business known as the DEL MAR HOTEL AND COFFEE SHOP, upon the terms and conditions hereinafter set forth:

1. The real property referred to above is located in the City of Woodland, County of Yolo, State of California, and is more particularly described as follows:

   All of Lot 6 and the east 55 feet of Lot 7 in Block 3 as shown on the Map of the Town "now City" of Woodland filed for record in the office of the Recorder of the County of Yolo, State of California.

2. The purchase price is the sum of Sixty-two Thousand Dollars ($62,000.00).

Micro Fiched

3. COUNTY agrees as follows:
   a. To deposit the purchase price in escrow with Transamerica Title Insurance Company, 519 Main Street, Woodland, California within sixty (60) days of acceptance of this offer.
   b. To pay all acknowledgment and recording fees incurred in this transaction, and for any documentary revenue stamps required.
4. Title is to be free of all liens, encumbrances, easements, restrictions, rights and conditions of record or known to SELLERS.

SELLERS shall furnish to COUNTY at COUNTY'S expense a standard form California Land Title Insurance Policy insuring title in COUNTY subject only to liens, encumbrances, easements, restrictions, rights and conditions of record as set forth above. If SELLERS fail to deliver title as herein provided, COUNTY at its option may terminate this agreement and any deposit shall thereupon be returned to it.

Micro Filmed

5. Property taxes shall be prorated and paid as of the close of escrow.

6. Title shall vest as follows: COUNTY OF YOLO, a political subdivision of the State of California.

7. SELLERS agree to provide and maintain until the close of escrow fire insurance to the extent that such insurance was in force on February 1st, 1968. The purchase price set forth above shall be reduced by the amount collected under any fire or other insurance policy by reason of a loss occurring on or after February 15th, 1968, whether or not the amount so collected is paid to SELLERS or to other persons.

8. Possession shall be delivered to buyer on close of escrow.

9. Escrow instructions signed by SELLER and COUNTY shall be delivered to the escrow holders within twenty (20) days from the COUNTY'S acceptance hereof and shall provide for closing within ninety (90) days from the opening of escrow, subject to written extensions signed by SELLER and the COUNTY.

10. Time is of the essence of this agreement.

IN WITNESS WHEREOF, SELLERS have executed this agreement the day and year first above written.

Micro Filmed

G. H. Shadinger

G. H. SHADINGER

Edna M. Shadinger

EDNA M. SHADINGER

IN WITNESS WHEREOF, the COUNTY OF YOLO has consummated the purchase by the execution of this agreement on the 18th of March, 1968.

Micro Fiched

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____ DEPUTY

(SEAL)

Micro Filmed

Agreement No. 68-22

Woodland, California

March 12, 1968

George J. Flick &

Mary M. Flick, his wife
Grantor

FILED
MAR 21 1968
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

RIGHT OF WAY CONTRACT-COUNTY HIGHWAY

Document No. 68-11 in the form of a Grant Deed, covering the following described property:

A parcel of land being a portion of the Northeast quarter of Section 22, T. 11 N., R. 2 E., M.D.B.&M., Yolo County, California, more fully described as follows:

COMMENCING at the East quarter corner of said Section; thence North 89°13'15" West 30.00 feet along the South line of said Northeast quarter to the West line of County Road No. 102, THE TRUE POINT OF BEGINNING; THENCE continuing along said South line North 89°13'15" West 7.22 feet; thence North 00°01'00" West 1028.37 feet to a tangent curve; thence along said curve, concave to the East, with a radius of 4050.00 feet, thru a central angle of 02°25'35", an arc length of 171.51 feet to the West line of said County Road No. 102; thence along said West line, being parallel with and 30.00 feet distant from the East line of said Section, South 00°11'15" East 1199.93 feet to the true point of beginning.

Containing 0.146 acres.

has been executed and delivered to Howard Van Reyper, Jr., Director of Public Works of the County of Yolo.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

I. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligation or claims on this

account, or on account of the location, grade or construction of the proposed public improvement.

II. The County shall:

A. Pay the undersigned grantor the sum of $160.00 for the property as conveyed by Grant Deed No. 68-11 (herein described) within sixty (60) days after date title to said property vests in, or is in escrow for the County of Yolo, free and clear of all liens, encumberances, assessments, easements, and leases recorded and/or unrecorded.

This transaction will be handled through an escrow number 58445 with Western Title Guaranty Company of Woodland.

B. Pay prorata share of general and special County taxes for the fiscal year 1967-68 for the part taken, if unpaid.

C. Pay all escrow and recording fees incurred in this transaction including documentary tax stamps, if required, and if title insurance is desired by the County, the premium charged therefore.

D. During construction of this project (known as County Road 102 Work Order No. 4077) and prior to completion, the County will construct a gravel driveway apron with necessary roadside culvert (15" Min. I.D.) at left of Engineers Station 148+00. Driveway shall have a top width of 20 feet.

It is mutually understood and agreed that upon completion of the driveway and culvert above mentioned, they shall be considered as encroachments under permit upon the County Road and are to be maintained, repaired, and operated as such by Grantor in accordance with and subject to the laws of the State of California and the rules and regulations of the Department of Public Works of the County of Yolo.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

George J. Flick

Mary M. Flick

Grantor

Recommended for Approval,

By _____

COUNTY OF YOLO

_____

Chairman, Board of Supervisors
County of Yolo, State of California

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

Approved as to Form
Dated: MAR 18 1968
County Counsel
of Yolo County

W.O. 0036

AGREEMENT NO. 68-23

FILED
MAY - 3 1968
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers
Deputy

STATE OF CALIFORNIA
STATE LANDS COMMISSION
STATE BUILDING
LOS ANGELES, CALIFORNIA

No. 3899.9

PUBLIC RESOURCES CODE SERIES

For such sole and exclusive purpose, and subject to such terms, conditions, restrictions, reservations, and limitations as are herein set forth:

Micro Fiched

The State of California, hereinafter designated as the State, acting through the State Lands Commission and pursuant to the authority contained in Division 6 of the Public Resources Code and the rules and regulations adopted thereunder, does hereby convey, demise and let to

County of Yolo , State of California, for a term of forty-nine (49) years, beginning January 26, 1968, a public agency permit over, in, and upon those certain tide and submerged lands situated in the County of Yolo , State of California, and more particularly described as follows:

A parcel of submerged land situate, lying and being in Township 6 North, Range 4 East, M.D.B. & M., County of Yolo, State of California, more particularly described as follows:

Beginning at a point on the centerline of County Road No. 140 of Yolo County at Station 142+00 (as per the Deed dated January 24, 1958, recorded in Book 538, page 388, Official Records of Yolo County), which station bears the following courses and distances from the southwest corner of Swamp Land Survey No. 756 of said Yolo County: South 74° 20' East, 2605 feet to the intersection of the centerline of said County Road and the South line of said Swamp Land Survey; thence North 24° 20' East, 558 feet; thence North 42° 48' East, 520 feet to said Station 142+00 of said County Road; thence South 82° 00' East, 68.59 feet; North 52° 36' East 85.00 feet; South 34° 55' East, 65 feet, more or less, to the mean high tide line of the west bank of the Sacramento River; THE TRUE POINT OF BEGINNING; thence continuing along the last mentioned course, South 34° 55' East 20 feet, more or less; thence Northeasterly along a line parallel with and 20 feet distant from said mean high tide line of the West bank of the Sacramento River, 1269 feet, more or less, to a point which bears South 35° 49' 30" East, 110 feet, more or less, from centerline station 128+00 of said County Road No. 140; thence North 35° 49' 30" West, 20 feet, more or less, to said mean high tide line of the West bank of the Sacramento River; thence in a Southwesterly direction along said mean high tide line 1270 feet, more or less, to the true point of beginning; containing approximately 0.6 acre.

Micro Fiched

51.2 (Rev. 2/65)

The sole and entire consideration to the State for the within permit shall be the public benefit.

Said land shall be used only for the construction, operation and maintenance of a float for use in connection with a fishing facility which shall in all respects comply with all applicable laws, rules and regulations and shall in no way interfere with nor obstruct navigation.

Micro Fiched

Said permit shall continue and shall remain in effect only so long as the land shall be used, utilized, and maintained for the purpose herein specified, without a monetary charge to the public for access and use of the facility, and any time upon the discontinuance of such use and maintenance for a period of 180 days said permit shall, at the option of the State and upon written notice thereof to the permittee, cease and terminate and the State shall have the right to forthwith re-enter upon and take possession of said land and at its option remove all, or any portion or portions, of any structures, roadways, and fills from said land at the cost and expense of said permittee.

The State expressly reserves the right to grant easements or crossings, over, upon and under the said demised right-of-way and nothing herein contained shall be construed as limiting the powers of the State to lease, convey, or otherwise transfer or encumber, during the life of this permit all or any portion or portions of the hereinbefore described State lands for any purpose whatsoever not inconsistent or incompatible with the rights or privileges granted to the said permittee.

There is reserved to the State all natural resources, timber, and minerals, including oil or gas in or above the described land, and the right to grant in, over, and across said lands, leases, easements, and/or rights-of-way to extract or remove such natural resources, timber, or minerals as provided by law and the rules and regulations of the State Lands Commission and without compensation to the said permittee.

Micro Fiched

That the Lessee shall be liable for and agrees to indemnify the State against any loss, damage, claim, demand or action, caused by, arising out of, or connected with the construction or maintenance of structures upon, or the use by the Lessee and/or agents thereof, of the demised premises;

That the Lessee shall not transfer nor assign this agreement and shall not sublet said land nor any part thereof, except upon the prior written consent of the State first had and obtained.

Micro Fiched

This agreement will become binding on the State only when duly executed on behalf of the State Lands Commission of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date hereafter affixed.

LESSEE OR PERMITTEE:*

Chairman, Board of Supervisors,
Yolo County, State of California
Address

Yolo County Courthouse
P.O. Box 1098
Woodland, California
March 18, 1968
(SEAL)

STATE OF CALIFORNIA
STATE LANDS COMMISSION

By James F. Trout

Date

*In executing this document the following is required:

A certified copy of the resolution or other document authorizing the execution of this agreement on behalf of the County.

Approved as to Form
Dated MAR 20 1968

Micro Fiched

County Counsel of Yolo County

AGREEMENT NO. 68-24

Form CD-15
(Rev. 1968)

Calif. 1-

FIELD AGREEMENT
Between
UNITED STATES DEPARTMENT OF THE INTERIOR
Bureau of Sport Fisheries and Wildlife
And
California State Department of Agriculture
Cooperating With
YOLO County

Micro Fiched

In accordance with the terms of a cooperative project agreement between the U. S. Department of the Interior, Bureau of Sport Fisheries and Wildlife, and the California State Department of Agriculture, approved May 28, 1958, copies of which are on file at Room 4100, Federal Building, 650 Capitol Mall, Sacramento, California, this field agreement is made to augment the animal damage control program in YOLO County, hereinafter known as the cooperator.

IT IS THEREFORE MUTUALLY AGREED THAT:

1. The work contemplated herein is primarily for the purpose of protecting domestic livestock, poultry, and suppression of rabies both for protection of domestic animals and human health.

2. The animal damage control program conducted under the terms of this agreement shall be under the general supervision of the Bureau of Sport Fisheries and Wildlife and the California State Department of Agriculture, these two agencies acting as a unit in accordance with the terms of the cooperative agreement above referred to. The local representative of the Bureau of Sport Fisheries and Wildlife will consult frequently with the cooperator relative to the extent of Bureau participation, the determination of salaries and expenses of cooperative employees, and plans and procedures necessary to best serve the interests of the parties hereto. Direct supervision of the field operations shall be vested in the Bureau of Sport Fisheries and Wildlife.

3. The County of YOLO will provide $18,123.50 for the payment of salaries and authorized travel costs of personnel employed in this program during the period July 1, 1968 to June 30, 1969. The Bureau and State Department of Agriculture may contribute certain sums for supplies and equipment and payment of hunters' salaries and costs.

Micro Fiched

4. The State Supervisor of the Bureau or his designated assistant will certify as to correctness, all claims to be paid by any party to this agreement and shall perform such other administrative functions as are agreed upon from time to time; provided that no funds of the cooperator will be collected or disbursed by any employee working under the terms of this agreement, or transferred to any such employee except in payment for salaries and expenses in accordance with the plans and procedures formulated and agreed to under Paragraph 1 above.

5. The employees selected and appointed hereunder, and serving in YOLO County, shall be deemed to be the employees of said County and shall be covered by its Workmen's Compensation and other insurance and included in Retirement Benefits; but the actual supervision, direction and control of said employees is delegated to the Federal and State agencies aforesaid.

6. This agreement and any continuation hereof shall be contingent upon the availability of funds. It is understood and agreed that any monies allocated for the purposes of this agreement shall be expended in accordance with its terms and in the manner prescribed by the fiscal regulations and/or administrative policies of the agency making the funds available.

Micro Fiched

7. No bounties shall be paid by the Cooperator upon predatory animals during the period that this agreement is in effect, unless otherwise agreed upon.

8. This agreement may be terminated by any party upon thirty (30) days written notice, and by mutual agreement of the parties hereto.

IN WITNESS WHEREOF, the duly authorized officers of the parties hereto have executed this agreement on the dates shown opposite their respective signatures.

MAR 28 1968
(Date)

Chairman, Board of Supervisors
of YOLO County

Micro Fiched

3-28-68
(Date)

State Supervisor, Division of Wildlife Services, Bureau of Sport Fisheries and Wildlife

4/2/68
(Date)

Chief, Division of Plant Industry,
State Department of Agriculture

Approved as to Form
Date
County Counsel
of Yolo County

SUPPLEMENT INFORMATION ON
FIELD AGREEMENT
Between
UNITED STATES DEPARTMENT OF THE INTERIOR
Bureau of Sport Fisheries and Wildlife
And
California Department of Agriculture
Cooperating With

YOLO County

Micro Fiched

The amount of $ 18,123.50 as shown on the agreement is to be disbursed as follows:

	Hunter	Salary*	Travel	Other Expenses
1.	Riley O'Bryant	$7561.75	$1200.00	$300.00
2.	Ralph L. Snyder	$7561.75	$1200.00	$300.00
3.				
4.	Total	$15123.50	$2400.00	$600.00

Herbert W. Chandler
(Signature)
Herbert W. Chandler
March 1, 1968
(Date)

*If hunter(s) is to receive a salary increase during the effective period of this agreement, please show both rates and the effective dates.

Micro Fiched

FILED
JUN 11 1968
LAURENCE P. HENIGAN, Clerk
By PETE E. LUCAS
Deputy

AGREEMENT NO. 68-25

THIS AGREEMENT made and entered into this 3rd day of June, 1968, by and between the COUNTY OF YOLO, a political subdivision, SUPERIOR AMBULANCE, and FRED ASHBAUGH, FRED WIDENER, DENNIS DUGGER and JACK TARRANT, doing business as SENTINEL AMBULANCE SERVICE,

W I T N E S S E T H:

Micro Fiched

WHEREAS, the COUNTY OF YOLO entered into Agreement No. 67-23 dated May 1st, 1967 with DAVIS AMBULANCE SERVICE, SACRAMENTO AMBULANCE SERVICE and SUPERIOR AMBULANCE SERVICE providing for the provision of speedy and competent ambulance service for Yolo County indigent patients and for the assurance of payment for the services to the mentioned ambulance services; and

WHEREAS, it is desired to substitute FRED ASHBAUGH, FRED WIDENER, DENNIS DUGGER and JACK TARRANT as parties to said Agreement No. 67-23 in place of SUPERIOR AMBULANCE SERVICE.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. SUPERIOR AMBULANCE SERVICE hereby consents to the substitution of FRED ASHBAUGH, FRED WIDENER, DENNIS DUGGER and JACK TARRANT in its place as parties to said Agreement No. 67-23 and hereby releases the COUNTY OF YOLO from all claims under said agreement.

Micro Fiched

2. FRED ASHBAUGH, FRED WIDENER, DENNIS DUGGER and JACK TARRANT hereby assume, agree to and promise to perform all of the obligations of SUPERIOR AMBULANCE SERVICE provided in said Agreement No. 67-23.

3. The COUNTY OF YOLO hereby consents to the substitution of FRED ASHBAUGH, FRED WIDENER, DENNIS DUGGER and JACK TARRANT in the place of SUPERIOR AMBULANCE SERVICE as parties to said Agreement No. 67-23.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

SUFERIOR AMBULANCE SERVICE Micro Fiched

BY Louis J. Travis

SENTINEL AMBULANCE SERVICE

BY Fred Ashbaugh
FRED ASHBAUGH

BY Fred Widener
FRED WIDENER

BY Dennis Ducoer
DENNIS DUCOER

BY Jack Tarrant
JACK TARRANT

COUNTY OF YOLO, a political subdivision

BY W W Comer
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

Micro Fiched

BY Pat E. Lucas DEPUTY

(SEAL)

AGREEMENT NO. 68-26

STATE OF CALIFORNIA

CALIFORNIA DISASTER OFFICE

FILED
MAR 26 1968
LAURENCE E. HENIGAN, Clerk
By PETE E. LUCAS
Deputy

EXTENSION OF AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of February, 19 68, by and between the State of California, acting by and through its duly appointed, qualified, and Acting Director of the California Disaster Office, hereinafter called DISASTER OFFICE, and the COUNTY OF YOLO through its duly appointed, qualified, and Acting Officers, hereinafter called TRANSFEREE.

Micro Fiched

W I T N E S S E T H:

WHEREAS, under Agreement dated February 1st, 1966, DISASTER OFFICE transferred possession of Rescue Truck No. 4, along with certain equipment to TRANSFEREE for a period of two years commencing February 1st, 1966, for a consideration set forth therein; and

WHEREAS, it is the desire of the parties hereto to extend the term of said agreement for an additional two-year period upon the same terms and conditions;

NOW, THEREFORE, it is mutually agreed as follows:

1. The paragraph of said agreement relating to term is hereby amended to provide that the commencement date shall be February 1st, 1968.

2. All other terms and conditions of said agreement shall remain unchanged and in full force and effect during the extension period provided for herein.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first hereinabove written:

COUNTY OF YOLO

By W W Cowan
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA
(Title)

Dated MARCH 25, 1968

Approved as to Form
County Counsel
of Yolo County

STATE OF CALIFORNIA

Charles P. Samson
Director, California Disaster Office

Micro Fiched

By Harold P. Bowhay
Harold P. Bowhay, Chief
Fire and Rescue Division
(Title)

G. W. WILLIAMS CO.

★ real estate investments
★ general insurance

500 HARBOR BOULEVARD • TELEPHONE (415) 591-0706 • BELMONT, CALIFORNIA 94002

March 25, 1968

FILED
APR - 3 1968
LAURENCE K. HINCAN, Clerk
By Barbara Lee Rogers
Deputy

AGREEMENT NO. 68-27

Mr. Erwin Meier
County Executive
Yolo County
P. O. Box 127
Woodland, California

Micro Fiched

Re: Construction - Judicial Court and Library

Dear Mr. Meier:

As has been discussed with you by telephone and in an effort to keep my files and accounting up-to-date, I would appreciate reviewing with you our conversation relating to the automatic sprinklers, as called for in Exhibit B of the Lease Agreement, more specifically specified under Item 8, sub-paragraph D.

All persons involved have agreed to the elimination of the ceiling sprinkler heads, due to the extreme difficulty in re-engineering and installation, also to the lack of damage possible, should a sprinkler head accidentally go off. Insofar as the County Building and Fire Regulations are concerned, Mr. Mahoney is in complete charge, and all codes have been met, via heavier sheetrock and acoustical ceiling and grid. The upright sprinkler heads have been modernized to a 212 degree temperature breaking point and cover the entire attic area very satisfactorily.

In that we have basically changed a small section of the Lease Agreement, I would appreciate a signed returned copy of this letter, signifying your approval to the above.

Work is progressing well, and Mr. Willey informs me that he hopes to be totally completed with the job in the first week of April. If there are any other items that I can be of assistance with, please do not hesitate to advise.

Very truly yours,

G. W. WILLIAMS CO.

Charles E. Rosebrook

Micro Fiched

bcc: Robert W. Conover, Jr.
George Mahoney
Chet Willey
Erwin Meier

The above is hereby approved regarding the Lease Agreement dated December 18, 1967:

COUNTY OF YOLO

By W. W. Conner
Chairman, Board of Supervisors

April 1, 1968
Date

Title

Board

FILED
APR - 2 1968
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

AGREEMENT NO. 68- 28

THIS AGREEMENT made and entered into this 1st day of April, 1968, by and between LUCILLE THOMAS, R. N., hereinafter referred to as CONTRACTOR, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

Micro Fiched

W I T N E S S E T H:

In consideration of the promises of the parties hereto, IT IS MUTUALLY AGREED AS FOLLOWS:

1. CONTRACTOR shall assist in the professional nursing care of patients at Yolo General Hospital under the supervision of the Director of Nurses or designee of the Director of Nurses during the term of this agreement on a part time basis less than one-half the time required of registered nurses serving as employees of COUNTY at Yolo General Hospital serving on a full time basis.

2. COUNTY shall pay to CONTRACTOR as compensation in full for said services at the rate of TWENTY-EIGHT DOLLARS and 16/100 ($28.16) per day, payable semi-monthly.

Micro Fiched

IT IS FURTHER AGREED between the parties that the term of this agreement shall commence on April 1, 1968, and that the term shall end upon cancellation and termination by either party hereto by the giving of a thirty (30) day written notice of intention to cancel or terminate said agreement.

IT IS HEREBY MUTUALLY AGREED by and between the parties hereto that CONTRACTOR is an independent contractor under this agreement and is not an agent or employee of COUNTY.

IN WITNESS WHEREOF, the parties hereunto have executed

this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY Arthur H. Edmonds
VICE-CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Pete E. Lucas DEPUTY

(SEAL)

Micro Filmed

Lucile Thomas

LUCILLE THOMAS, R.N.

Micro Filmed

FILED
APR 22 1968
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

AGREEMENT NO. 68-29

LEASE

THIS LEASE made and entered into this 1st day of April, 1968, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as LANDLORD, and JOHN W. RODRIGUES and FLOYD B. WEST, hereinafter referred to as TENANT,

W I T N E S S E T H: Micro Fiched

1. DESCRIPTION.

LANDLORD hereby leases to TENANT and TENANT hereby hires, on the terms and conditions hereinafter set forth those certain premises situated in the County of Yolo, State of California, and more particularly described in Exhibit "A" attached hereto, which Exhibit "A" is hereby incorporated by reference as if set forth at length herein.

2. TERM.

a. Period. The term of this lease shall be for a period of twenty-five (25) years.

b. Commencement. The term shall commence on April 1, 1968.

3. RENT.

TENANT shall pay to LANDLORD a total rent of Twenty-five Dollars ($25.00). The sum of One Dollar ($1.00) shall be payable on the execution of this lease, the remainder shall be payable in annual installments of One Dollar ($1.00) on each annual anniversary of the commencement of the term and continuing until the whole of said rental shall have been paid.

Micro Fiched

4. USE.

The premises shall be used and occupied only for parking or recreation purposes consisting of boat and trailer parking in

connection with a boat launching ramp and other purposes reasonably appurtenant thereto.

Micro Fiched

5. IMPROVEMENTS.

a. Cost and Expense. Any and all improvements placed upon the premises during the term of this lease shall be constructed and maintained at the sole cost and expense of TENANT.

b. Establishment. Within two (2) years from the commencement of the term of this lease, TENANT agrees to fill, level and pave the premises in such a manner so as to facilitate its use for the purposes hereinabove specified.

c. Removal. Prior to the expiration or termination of the term of this lease TENANT shall remove from the premises any and all improvements thereon excepting fill or paving placed thereon in the manner hereinabove set forth, and said fill and paving shall remain on the premises.

6. TERMINATION.

If within two (2) years from the commencement of this lease TENANT shall not have constructed or established the improvements as set forth in the preceding paragraph, or the facilities hereinafter described in Paragraph 11, and if thereafter TENANT shall fail to maintain or operate any of said improvements or facilities in the manner provided for in this lease, LANDLORD shall have the option to terminate this lease by giving TENANT a written notice of termination setting forth the reasons for termination.

Micro Fiched

7. UTILITIES.

TENANT shall cause to be provided and pay for any and all utility service used on the premises during the term of this lease.

8. MAINTENANCE AND CONDITION OF THE PREMISES.

a. Exceptance. By entry under this lease TENANT accepts the

premises in their present condition and TENANT agrees on the last day of the term or on sooner termination of this lease, to surrender the premises and appurtenances to LANDLORD in the same condition except as hereinabove set forth as when received, reasonable use, wear and tear and damage by fire, Act of God or the elements, presence of fill and paving material excepted, and to remove, except as hereinabove set forth, all of TENANT'S property from the premises.

Micro Fiched

b. Waste. TENANT shall not commit or permit others to commit on the premises waste or nuisance or any other act that could disturb the quiet enjoyment of LANDLORD or of any other tenant of LANDLORD on reserved or adjacent property.

c. Maintenance. TENANT shall care for the leased premises and the appurtenances thereto and maintain them in good order and condition, ordinary wear and tear excepted, and shall make diligent effort to control all noxious weeds.

9. EXCULPATORY CLAUSE.

TENANT agrees to indemnify and save LANDLORD harmless from and against any and all claims arising from any act, omission or negligence of TENANT or its contractors, licensees, agents, servants or employees or invitees, or arising from any accident, injury in, on or about the premises or any part of them.

10. INSURANCE.

Micro Fiched

During the term of the lease TENANT shall, at his own expense, maintain in full force a policy or policies of public liability insurance insuring LANDLORD and TENANT against liability for injury for persons and property and for death of persons arising from any accident, injury or damage occurring in, on or about the premises or any portion of them. Each policy shall be subject to approval by LANDLORD as to form and insurer. The liability under such insurance shall not be less than

$300,000.00 for any one person injured or killed, and not less than $500,000.00 for any one accident, and not less than $50,000.00 for property damage. TENANT shall provide LANDLORD with certificates of all policies including in each instance an endorsement providing that such insurance shall not be cancelled except after ten (10) days' notice to LANDLORD.

11. PUBLIC USE.

Micro Fiched

Within two (2) years from the commencement of the term TENANT shall establish and construct on adjacent premises a boat launching ramp facility providing access to the Sacramento River, and TENANT shall thereafter operate and maintain said facility and shall keep the boat ramp free from silt, and TENANT shall keep said facility available to the general public, subject to the imposition of reasonable charges for use not to exceed fifty cents (50¢) for putting each boat in the water and for taking each boat out of the water.

12. COMPLIANCE WITH LAW.

TENANT shall comply with all requirements of all governmental authorities in force either now or in the future affecting the premises, and shall faithfully observe in its use of the premises all laws, rules and regulations of these authorities, in force either now or in the future.

Micro Fiched

13. ASSIGNMENT AND SUBLETTING.

TENANT shall not assign this lease, or any interest therein, and shall not lease or underlet the said premises, or any part thereof, or any right or privilege appurtenant thereto, without the written consent of LANDLORD first had and obtained, and that a consent to one assignment or subletting shall not be construed as a consent to any subsequent assignment or subletting. It is hereby mutually covenanted and agreed that, unless such written consent thereto has been so had and obtained, any assignment or transfer, or attempted assignment

or transfer, of this lease or of any interest therein, or underletting, either by voluntary or involuntary act of TENANT or by operation of law or otherwise, shall, at the option of LANDLORD, terminate this lease; and any such purported assignment, transfer, or underletting, without such consent, shall be null and void.

14. REMEDIES.

Micro Fiched

a. Sub-leases. The voluntary or other surrender of this lease by TENANT, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of LANDLORD, terminate all or any existing subleases or sub-tenancies, or may, at the option of LANDLORD, operate as an assignment to it of any or all such subleases or sub-tenancies.

b. Advances by LANDLORD. In the event of TENANT'S breach of any covenant in this lease, LANDLORD may, at any time, without notice, cure such breach for the account, and at the expense of TENANT. If TENANT at any time, by reason of such breach, is compelled to pay, or elects to pay, any sum of money or to do any act that will require the payment of any sum of money, or is compelled to incur any expense, including reasonable attorney's fees, in instituting, prosecuting, or defending any actions or proceedings to enforce LANDLORD'S rights under this lease or otherwise, the sum, or sums, so paid by TENANT, with all interest, costs, and damages, shall be deemed to be additional rent under this lease and shall be due from TENANT to LANDLORD on the first day of the month following the incurring of such expenses.

Micro Fiched

c. Attorney's fees. In the event LANDLORD should bring suit for the possession of the premises, for the recovery of any sum due under, or because of, the breach of any covenant in this lease, or for any other relief against TENANT,

declaratory or otherwise, or should TENANT bring any action for any relief against LANDLORD, declaratory or otherwise, arising out of this lease, and LANDLORD should prevail in any such suit, TENANT shall pay LANDLORD a reasonable attorney's fee, which shall be deemed to have accrued on the commencement of such action, and shall be enforceable whether or not such action is prosecuted to judgment.

15. NOTICES.

Micro Fiched

All notices to be given to the parties to this lease may be given by depositing the same in the United States mail, postage prepaid, and addressed to LANDLORD and TENANT respectively as follows:

LANDLORD:

Chairman of the Board of Supervisors
County of Yolo
c/o County Clerk, Courthouse
Woodland, California 95695

TENANT:

JOHN W. RODRIGUES
And FLOYD B. WEST
Route 3, Box 396
Garden Highway
Sacramento, California

16. CONDITIONAL LIMITATIONS.

Each term and each provision of this lease performable by TENANT shall be construed to be both a covenant and a condition.

Micro Fiched

17. WAIVER.

One or more waivers by LANDLORD of any covenant or condition shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition. LANDLORD'S consent to or approval of any act by TENANT requiring LANDLORD'S consent or approval shall not be deemed to waive or render

unnecessary LANDLORD'S consent to or approval of any subsequent similar act by TENANT.

Micro Fiched

18. CONSTRUCTION.

The marginal headings or title to the paragraphs of this lease are not a part of this lease and shall have no effect upon the construction or interpretation of any part of this lease.

19. BINDING ON SUCCESSORS.

Subject to Paragraph 14, the terms and provisions of this lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of LANDLORD and TENANT.

IN WITNESS WHEREOF, the parties hereto have executed this lease the day and year first above written.

LANDLORD:

COUNTY OF YOLO, a political subdivision of the State of California

BY W W Comer
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY Pete E. Lucas
DEPUTY

(SEAL)

TENANT:

Micro Fiched

John W. Rodrigues
JOHN W. RODRIGUES

Floyd B. West
FLOYD B. WEST

EXHIBIT "A"

Micro Fiched

Tract No. 5E and Tract No. 11E

All that portion of that certain real property situate, lying and being in the County of Yolo, State of California; being a portion of the "Town of Washington" as said town is designated and delineated on that certain map thereof filed for record in the Office of the Recorder of the said County of Yolo on June 26, 1869 in Book I of Deeds at page 204; and more particularly described as follows: Beginning at a point, said point being at the intersection of the westerly boundary of Block 40 of the said "Town of Washington" with the easterly edge of the crown of the easterly levee of Reclamation District No. 811 and being 58.74 feet measured along said westerly boundary from the northwesterly corner of said block; thence northerly along said westerly boundary of said block to the northwesterly corner of said block 40; thence easterly along the northerly boundary of said block to the northeasterly corner of said block; thence southerly along the easterly boundary of said block to the most easterly corner common to Lots 14 and 15 of said block; thence westerly along the boundary common to said Lots 14 and 15 145.22 feet, more or less, to a point on the easterly edge of the crown of the easterly levee of Reclamation District No. 811; thence northwesterly along said easterly edge of levee crown to a point on the boundary common to Lots 11 and 15 of said block which is southerly 71 feet measured along the boundary common to Lots 11, 12, 15 and 16 of said Block 40 from the most northerly corner common to said Lots 12 and 16; thence continuing northwesterly along said easterly edge of levee crown to a point on the northerly boundary of Lot 12 of said block which is westerly 99.51 feet measured along said northerly boundary from the most northerly corner common to said Lots 12 and 16; thence continuing northwesterly along said easterly edge of levee crown to point which is the most southerly corner common to Lots 23 and 24 of said block; thence continuing northwesterly along said easterly edge of levee crown to the point of beginning; and containing 1.51 acres, more or less.

All of James Street, William Street, Second Street, Third Street, Fourth Street and Pine Grove Avenue of the said "Town of Washington" lying northerly and easterly of the easterly edge of the crown of the easterly levee of Reclamation District No. 811, said easterly edge of levee crown traversing the said "Town of Washington" as follows:

Micro Fiched

Beginning at the intersection of the easterly boundary of Second Street with the northerly boundary of William Street; thence northwesterly to the most southerly corner common to Lots 4 and 5 of Block 41 of said town; thence northwesterly to a point on the boundary common to Lots 6

EXHIBIT "A"

and 7 of said Block 41 which is northerly 17.31 feet measured along said common boundary from the northerly boundary of William Street; thence northwesterly to the corner common to Lots 12 and 13 of said Block 41; thence northwesterly to a point on the westerly boundary of Third Street which is northerly 2.75 feet measured along said westerly boundary from the southeasterly corner of Lot 13 of Block 40 of said town; thence northwesterly to a point on the boundary common to Lots 14 and 15 of said Block 40 which is westerly 145.22 feet measured along said common boundary from the westerly boundary of Third Street; thence northwesterly to a point on the boundary common to Lots 11 and 15 of said Block 40 which is southerly 71 feet measured along the boundary common to Lots 11, 12, 15 and 16 of said Block 40 from the southerly boundary of Pine Grove Avenue; thence northwesterly to a point on said southerly boundary of Pine Grove Avenue which is westerly 99.51 feet measured along said southerly boundary from the northeasterly corner of Lot 12 of said Block 40; thence northwesterly to the most southerly corner common to Lots 23 and 24 of said Block 40; thence northwesterly to a point on the easterly boundary of Fourth Street which is southerly 56.74 feet measured along said easterly boundary from the northwesterly corner of said Lot 24; thence northwesterly to a point on the southerly boundary of James Street which is westerly 93 feet measured along said southerly boundary from the northwesterly corner of said Lot 24; thence northwesterly to a point on the northerly boundary of James Street; said last mentioned point being easterly 666.77 feet measured along said northerly boundary from the intersection of the centerline of Fifth Street of the said town with said northerly boundary of James Street.

Micro Fiched

Parcel No. 62

All that certain real property situate in the County of Yolo, State of California, being a portion of the Stump and Overflow Land Survey No. 354 and being a strip of land of undetermined width, lying between the Westerly edge of the crown of the Easterly Levee Reclamation District No. 811 and an angle point in survey of Stump and Overflow Land Survey No. 354, more particularly described as follows:

Micro Fiched

Commencing at a point, said point being at the intersection of the center line of 5th. Street and the Northerly boundary line of the Town of Washington; thence from said point of commencement North 1° 30' 20" West, a distance of 1239.80 feet to a point on the center line of the County Road of undetermined width and on the Westerly edge of the crown of the Easterly Levee, said point being the point of beginning of the tract of land herein to be described; thence from said point of beginning Westerly along the center of said County Road, a distance of 518.93 feet more or less to an angle point from which point the lines bear North 19° 17' West, 600.26 feet more or less and South 7° 12' West, 613.58 feet more or less.

EXHIBIT "A"

EXHIBIT "A"

Micro Fiched

Tract No. 142

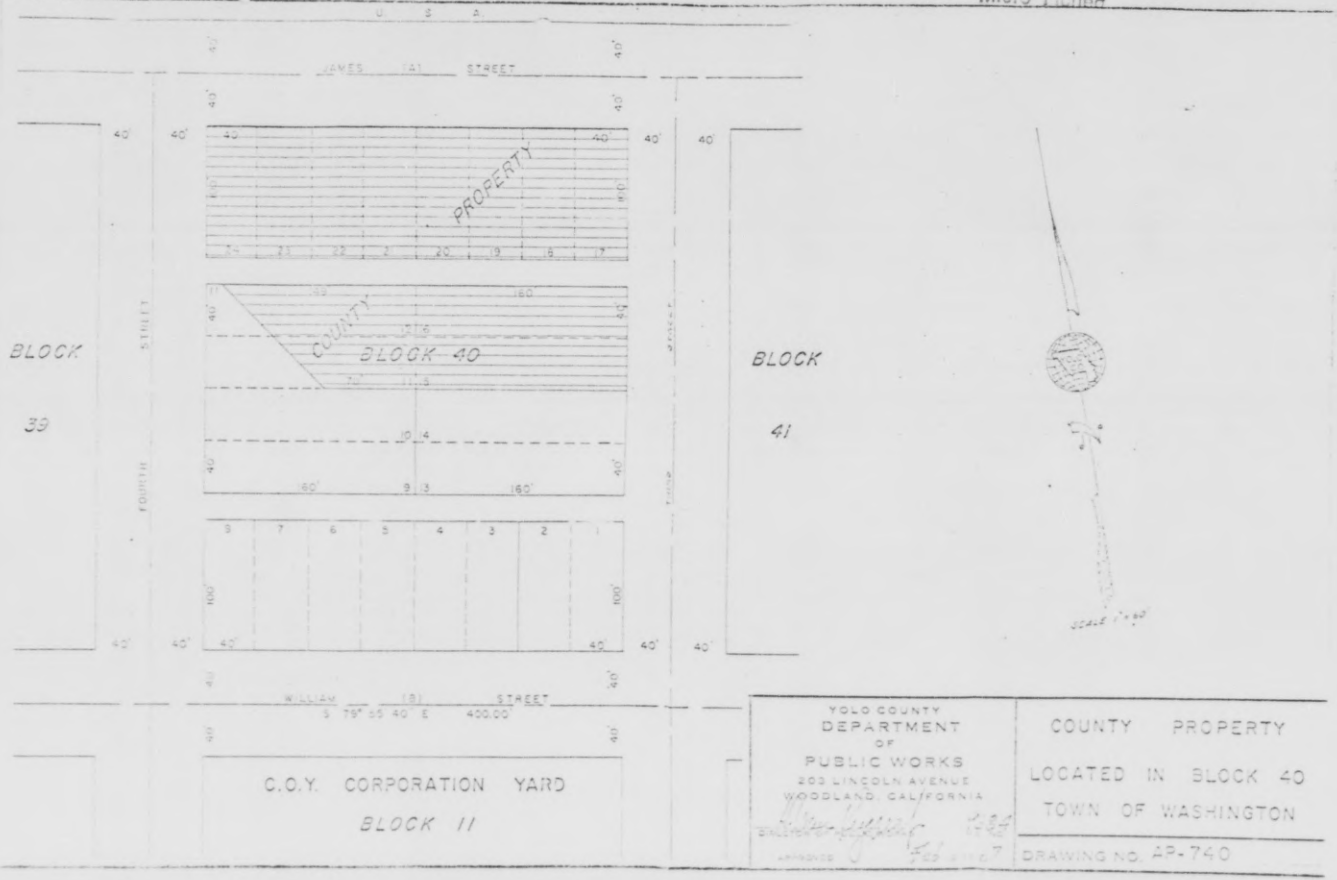
Said lands lying in the road bed of William Street, Washington Township, County of Yolo, California.

Micro Fiched

EXHIBIT "A"

Micro Fiched

Micro Fiched



YOLO COUNTY
DEPARTMENT
OF
PUBLIC WORKS
203 LINCOLN AVENUE
WOODLAND, CALIFORNIA

COUNTY PROPERTY

LOCATED IN BLOCK 40
TOWN OF WASHINGTON

DRAWING NO. AP-740

YOLO COUNTY
AGREEMENT NO. 68-30

FILED
APR 22 1968
LAURENCE P. HENIGAN, Clerk
By [illegible] Deputy

CALIFORNIA STATE DEPARTMENT OF PUBLIC HEALTH

Immunization Project Grant Agreement

Project No. V 68-5-32D

Contract No. 543

This agreement is made and entered into the 25th day of March, 1968 at Berkeley, California, by and between the State of California, through its Department of Public Health, hereinafter called the State, and the County of Yolo hereinafter called the Contractor.

Micro Fiched

WITNESSETH

WHEREAS, the Congress of the United States, through the Public Health Service of the Department of Health, Education and Welfare, has made a grant to the State of California to assist in carrying out immunization programs, to protect the population, especially all preschool children, against poliomyelitis, diphtheria, whooping cough, tetanus and measles, and;

WHEREAS, local health departments and other public agencies of the State of California may qualify for these immunization project funds in support of activities approved by the State; and

WHEREAS, the Contractor has submitted to the State a proposal for expanding his immunization activities, in pertinent part attached Exhibit A; and

WHEREAS, said proposal has been approved in its amended form for funding by the State;

NOW THEREFORE, it is mutually agreed as follows:

1. The Contractor will carry out the services according to the approved immunization proposal and in accordance with applicable Federal, State and local laws and regulations and said approved Exhibit A, which Exhibit A is by his reference made a part hereof.

2. The period of this contract shall be from April 1, 1968 to and including March 31, 1969.

3. Periodic progress reports and a final report of project operations shall be submitted to the State.

Micro Fiched

4. State shall reimburse the Contractor in arrears not more frequently than quarterly for actual expenditures in accordance with the budget herein contained, upon receipt of invoices in triplicate. The total liability of the State under this contract shall not exceed $15,535.

5. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

Contractor: County of Yolo

Project No. V 68-5-32D
Contract No. 543

6. For work or services performed by any individual under this contract, the Contractor shall not be reimbursed at rates in excess of (1) $18.75 per hour during any 24-hour period, or (2) $150 for any 24-hour period, inclusive of Contractor's overhead, profits, and expenses. In addition, the Contractor may be reimbursed for necessary traveling expenses and per diems for food and lodging at rates not to exceed those applicable to State employees under State Board of Control rules.

Micro Fiched

7. The Contractor agrees that he will comply with the Civil Rights Act of 1964 (P.L. 88-352) to the end that, no person in the United States shall, on grounds of race, color, or national origin, be excluded from participation in; be denied the benefits of; or be otherwise subjected to discrimination under any program or activity which is supported by Federal Funds. In the event of non-compliance such Federal Funds will be withheld until compliance can be assured. Invoices will certify that services performed under this contract have been provided in compliance with Civil Rights Act of 1964.

IN WITNESS WHEREOF, this agreement has been executed, in quadruplicate, by and on behalf of the parties hereto, the day and year first written above.

STATE OF CALIFORNIA
Department of Public Health

By William Hurt
Chief, Fiscal and Management Services
Division of Administration

APR 12 1968

Contractor County of Yolo

By W. W. Corum
Title
Address P.O. Box 1157
Woodland, California 95695

DO NOT WRITE IN THIS SPACE

COS
Services
APPROVED
APR 17 1968
By ANDREW R. [illegible] Director
Chief Counsel

Appropriation Item128Ch500/67 Y. 67/68

Function or Fund General

Line Item Allotment 075-40.1 V 68-5-32D
California Immunization Proj.
Amount of this Estimate

$ 15,535.00

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. (After T.B.A. No. _____ or B.R. No. _____).

Accounting Officer

Approved as to Form
April 5, 1968
Charles O. Hack
By: William Beaman, Deputy
County Counsel
of Yolo County

Micro Fiched

1968 - 1969 Exhibit A

DEPARTMENT OF
HEALTH, EDUCATION, AND WELFARE
PUBLIC HEALTH SERVICE
BUREAU OF STATE SERVICES (COMMUNITY HEALTH)
WASHINGTON, D.C. 20201

TO BE COMPLETED BY PHS
DATE RECEIVED
PHS ACCOUNT NUMBER
GRANT NUMBER

APPLICATION FOR HEALTH SERVICES PROJECT GRANT

1. GRANT PROGRAM

- ☐ CANCER CONTROL
- ☐ COMMUNITY HEALTH SERVICES
- ☐ MIGRANT HEALTH SERVICES
- ☐ MENTAL RETARDATION
- ☐ NEUROLOGICAL AND SENSORY DISEASE SERVICES
- ☐ TUBERCULOSIS CONTROL
- ☒ VACCINATION ASSISTANCE
- ☐ VENEREAL DISEASE CONTROL
- ☐ OTHER (Specify) _____

2. PROJECT TITLE

YOLO COUNTY IMMUNIZATION PROJECT

Micro Fiched

3. NAME AND ADDRESS OF APPLICANT ORGANIZATION

CALIFORNIA STATE DEPARTMENT OF PUBLIC HEALTH
2151 BERKELEY WAY
BERKELEY, CALIFORNIA 94704

6. NAME, TITLE, AND ADDRESS OF PROJECT DIRECTOR

HERBERT BAUER, M.D.
PUBLIC HEALTH DIRECTOR AND
DIRECTOR OF MENTAL HEALTH
P. O. Box 1157
WOODLAND, CALIFORNIA 95695

TELEPHONE NO.: 662-3241, EXTENSION 250

4. NAME AND TITLE OF AUTHORIZED OFFICIAL

Hamlet C. Pulley, M.D., Acting Director
California State Department of Public Health

TELEPHONE NO.:

7. TYPE OF APPLICATION

- ☐ INITIAL
- ☐ CONTINUATION
- ☒ RENEWAL
- ☐ REVISION

8. PROJECT PERIOD REQUESTED OR APPROVED
FROM: APRIL 1, 1968 THROUGH: MARCH 31, 1973

5. PAYEE (Name, Title, and Address)

Ivy Baker Priest
State Treasurer
Treasurers Office
State Capitol Room 121
Sacramento, California 95814

TELEPHONE NO.: Area Code 916 - 445-5316

9. GENERAL LEVEL OF SUPPORT REQUESTED

	PORTION OF PROJECT PERIOD FROM	THROUGH	AMOUNT
01	~~4-1-68~~	~~3-31-69~~	$ 15,535
02	~~4-1-69~~	~~3-31-70~~	~~17,463~~
03	~~4-1-70~~	~~3-31-71~~	~~18,202~~
04	~~4-1-71~~	~~3-31-72~~	~~19,040~~
05	~~4-1-72~~	~~3-31-73~~	~~19,888~~
		TOTAL	$ 90,158

10. APPLICANTS' CERTIFICATION: The undersigned accept, as to any grant awarded, the obligation to comply with the terms and conditions in the Health Services Project Grants Manual; the undersigned agree to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the Regulation issued pursuant thereto and state that the Assurance of Compliance with such Regulation (Form HEW-441) which has previously been filed by the applicant, or is attached, applies to this project; the undersigned also certify that they have no commitments or obligations, including those with respect to inventions inconsistent with Department regulations. (42 CFR, Part 8)

SIGNATURE OF AUTHORIZED OFFICIAL	DATE	SIGNATURE OF PROJECT DIRECTOR	DATE
		H. Bauer	1-10-68

11. STATE HEALTH OFFICER'S RECOMMENDATION

I recommend this application be:

☐ APPROVED ☐ DISAPPROVED

SIGNATURE | DATE

12. REGIONAL HEALTH DIRECTOR'S RECOMMENDATION

I recommend this application be:

☐ APPROVED ☐ DISAPPROVED

SIGNATURE | DATE

PHS-4744-1 (PAGE 1)
2-65

☆ U.S. GOVERNMENT PRINTING OFFICE: 1965 - 771-031

FORM APPROVED:
BUDGET BUREAU NO. 68-R66

Micro Fiched

12. BUDGET FOR 12-MONTH PORTION OF PROJECT PERIOD: FROM	THROUGH	NO. OF POS.	ANNUAL SALARY	TIME OF EFFORT	TOTAL AMOUNT REQUIRED	SOURCE OF FUNDS: APPLICANT OR OTHER	SOURCE OF FUNDS: REQUESTED FROM PHS
701 4-1-68	3-31-69	a	b	c	1	2	3
A. PERSONNEL							
DIRECTOR OF PUBLIC HEALTH		1	$ 21,001	2%	420	420	
ASSISTANT DIRECTOR OF PUBLIC HEALTH		1	13,737	10%	1,373	1,073	
DIRECTOR OF PUBLIC HEALTH NURSING		1	9,592	5%	479	479	
SUPERVISING PUBLIC HEALTH NURSE		1	8,280	10%	828	828	
PUBLIC HEALTH NURSE (EQUIVALENT)		1	7,884	10%	788	788	
CLERK (EQUIVALENT)		1	4,422	10%	442	442	
ADMINISTRATIVE ASSISTANT		1	6,888	5%	344	344	
PUBLIC HEALTH NURSE (EQUIVALENT)		1	7,884	100%	7,884		7,884
INTERMEDIATE TYPIST CLERK		1	4,067	100%	4,067		4,067
BENEFITS, PROJECT STAFF					1,709		1,709
SUB-TOTAL					$ 18,334	$ 4,074	$ 13,660
B. SUPPLIES							
OFFICE SUPPLIES (POSTAGE, MISCELLANEOUS OFFICE SUPPLIES)					300		300
SUB-TOTAL					$ 300	$	$ 300
C. TRAVEL							
PUBLIC HEALTH NURSE					300		300
PRESENT NON-GRANT STAFF					600	600	
OUT OF COUNTY - OUT OF STATE					200		200
SUB-TOTAL					$ 1,100	$ 600	$ 500
SUB-TOTAL THIS PAGE (carried forward to page 3)					$ 19,734	$ 5,274	$ 14,460

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PHS-6744-1 (PAGE 2a)
REV. 1/66

☆ U. S. GOVERNMENT PRINTING OFFICE: 1966 226-926

11. BUDGET FOR 12-MONTH PORTION OF PROJECT PERIOD - (continued)			TOTAL AMOUNT REQUIRED	SOURCE OF FUNDS	
01	FROM 4-1-68	THROUGH 3-31-69	1	APPLICANT OR OTHER 2	REQUESTED FROM PHS 3
SUB-TOTAL (Brought forward from page 2)			$ 19,734	$ 5,474	$ 14,460
D. EQUIPMENT					
NONE					Micro Fiched
		SUB-TOTAL	$	$	$
E. OTHER					
HEALTH EDUCATION MATERIALS			100		100
CLINIC SUPPLIES			200	200	
VACCINE (1,500 DOSES @ 78¢) SEE VACCINE DETAIL SHEET			2,190	1,215	975
		SUB-TOTAL	$ 2,490	$ 1,415	$ 1,075
F. REQUESTED FROM PHS	1. CASH GRANT				$ 15,535
	2. DIRECT ASSISTANCE				$
G. TOTAL DIRECT COSTS OF PROJECT			$ 22,224	$ 6,689	$ 15,535

14. INDIRECT COSTS

A. NO INDIRECT COST ALLOWANCE REQUESTED

B. AN INDIRECT COST ALLOWANCE REQUESTED AT THE FOLLOWING RATE:

	INITIAL OR RENEWAL	CONTINUATION
1. ESTABLISHED RATE OF _____ %		
2. PROVISIONAL RATE OF 20%		
3. PROVISIONAL RATE OF _____ %		

14C. FOR PHS USE ONLY

ADC	
RATE	
PDCA	
TDC	
PHS TOTAL	Micro Fiched

15. SOURCES OF OTHER FUNDS (Identify "FEES" separately)

YOLO COUNTY HEALTH DEPARTMENT	6,689
TOTAL	$ 6,689

U.S. GOVERNMENT PRINTING OFFICE: 1968—O-311-311

FILED
APR 22 1968
LAURENCE P. HENIGAN, C.
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 68-31

(Maintenance of Putah Creek Angling Access Area)

Micro Fiched

THIS AGREEMENT made and entered into this 15th day of April, 1968, by and between ELMER FISHER, hereinafter referred to as "CONTRACTOR" and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as "COUNTY",

W I T N E S S E T H:

WHEREAS, on the 27th day of April, 1964, by Agreement No. 64-46, COUNTY entered into an operation and maintenance agreement with the State of California, Department of Fish and Game, regarding the Putah Creek Angling Access Area wherein COUNTY agreed to provide all necessary maintenance and upkeep of said angling access area, said maintenance to include the keeping of the parking area, sanitary facilities, and other improvements located thereon, in good repair and free from unsightly conditions, and debris accumulations; and

WHEREAS, COUNTY desires to hire CONTRACTOR to assure competent patrol and maintenance services for the Putah Creek Angling Access Area; and

WHEREAS, CONTRACTOR is an individual capable of rendering the desired services for said access area.

NOW, THEREFORE, the parties hereto, for and in consideration of the covenants, agreements, and stipulations hereinafter expressed, do hereby mutually agree as follows:

Micro Fiched

1. CONTRACTOR agrees:

a. To serve in the capacity as patrolman and caretaker of the Putah Creek Angling Access Area, and to open the area to the public not later than 7:00 o'clock A. M. daily and to close said area not later than 11:00 o'clock P. M.

b. To maintain order and prohibit overnight camping in said angling access area and enforce all rules and regulations governing same as adopted by COUNTY.

Micro Fiched

c. To provide all necessary maintenance and upkeep of said angling access area for the term hereof and said maintenance shall include, but not be limited to, the keeping of the parking area, sanitary facilities and other improvements thereon in good repair and free from unsightly conditions and debris accumulations.

d. To provide and maintain for himself a suitable uniform to be worn during the performance of his duties under this agreement.

e. To perform such other duties as may be necessary to maintain a proper recreation area.

2. COUNTY agrees:

a. To pay to CONTRACTOR the sum of Four Hundred Dollars per month during the term of this agreement conditioned upon the CONTRACTOR'S submitting a proper claim as may be required by the County Auditor-Controller.

b. To provide CONTRACTOR with a pickup truck to be used exclusively by CONTRACTOR in the carrying out of his duties under this agreement.

c. To provide necessary gasoline, oil and vehicular maintenance through its county yard located at Winters, California.

3. This agreement is not assignable by CONTRACTOR in whole or in part without the written consent of COUNTY first had and obtained, and any such assignment without written consent of the COUNTY first had and obtained shall be null and void.

Micro Fiched

4. That the parties hereto agree that CONTRACTOR, in the performance of this agreement, shall act in an independent capacity and not as an officer or employee of COUNTY.

5. That this agreement shall be for a term of two (2)

years commencing with May 1, 1968, and ending April 30, 1970.

This agreement may be cancelled and terminated by either party hereto by a thirty-day written notice of intention to cancel and terminate said agreement.

Micro Fiched

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY W W Conner
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY Pete E. Lucas
Deputy

(SEAL)

Elmer E Fisher
ELMER FISHER

Micro Fiched

FILED
MAY - 9 1968
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers Deputy

YOLO COUNTY
AGREEMENT NO. 68-32

CONTRACT OF COUNTY OF YOLO

WITH THE STATE EMPLOYEES' RETIREMENT SYSTEM
FOR MAKING A VALUATION AS STATED HEREIN

Micro Fiched

By this AGREEMENT made this 6th day of May, 1968, in accordance with and subject to the provisions of the State Employees' Retirement Law, by and between the BOARD OF SUPERVISORS of the COUNTY OF YOLO hereinafter referred to as Agency, and the State Employees' Retirement System hereinafter referred to as System, Agency and System agree as follows:

A. Agency herewith retains the services of System to perform, as of _____ the valuation required by Section 20461.1 of the State Employees' Retirement Law for the purpose of determination by the Board of Administration of the State Employees' Retirement System of the contributions to be made by Agency under Agency's contract with said Board if the benefits under said contract, described in the attached Exhibit A, are changed as follows:

Change item (s) 3.01 through 3.11 in Column (d) _____ from the description in Exhibit A to the description in the attached Exhibit B.

B. Agency will pay $ * _____ to System upon completion of the valuation, such fee being based on the number of persons and membership categories involved.

C. Any and all data and information requested by System from Agency for use in compilation of this valuation shall be furnished to System by Agency upon request by System. The actuarial tables and procedures to be used in the valuation shall be in accordance with the tables approved by said Board of Administration. System shall have sole control of the valuation and its judgment in the determination thereof shall be final and conclusive. All work sheets and final results and reports, the product of the valuation, shall be and remain the property of the System.

Witness our hands the day and year first above written.

STATE EMPLOYEES' RETIREMENT SYSTEM

BY _____
William E. Payne, Executive Officer

COUNTY OF YOLO

BY _____
Chairman, Board of Supervisors,
County of Yolo, State of California
TITLE

* $50 flat, plus
$.50 per each active and inactive safety member.

Micro Fiched

Amendment

Ret. Form 424-A SERS (3/65) 500

Contract Status as of _____ for COUNTY OF YOLO Code _____

Status release number _____ 20493 or 20580 effective _____ Alpha _____

Amended:

	(a) Miscellaneous	(b) Miscellaneous	(c) Fire.	(d) Local Safety Pol.-CPO	(e)
1.0 Coverage:					Micro Fiched
1.01 SERS since.					
1.02 OASDI since (D=Div., A=All)					
1.03 retro to.					
1.04 Former Group A re-employ as					
1.05 Refund retro OASDI adj. contr.					
2.0 Local System.					
2.01 Use age for contr. rates.					
2.02 Employee contr. transferred					
2.03 Retired lives transferred					
3.0 Retirement Formula:					
3.01 Basic Formula				Modified	
3.02 Percent for P/S				2 Pay @ 55	
3.03 Misc. P/S improved to.				100%	
3.04 Minimum Retirement Age.				XXXX	
3.05 Minimum Guarantee				55	
3.06 Mod. 1st $ 4cc for OASDI from				560	
3.07 until				Employment	
3.08 thereafter 1st $_____ to.				Retirement	
3.09 thereafter 1st $_____ to.				$400Freeze	
3.10 Ordinary disability formula				$400Freeze	
3.11 Disability limit (section).				1.5%	
4.0 Compensation Average:				21297 M	
4.01 For P/S Benefits.					
4.02 For C/S Benefits.					
4.03 Gr. since (date) ~~xxxxxxxx~~					
4.04 Include overtime.					
5.0 Post-retirement Death Benefits:					
5.01 Lump Sum.					
5.02 1/2 continuance (21264)					
6.0 Pre-retirement Death Benefits:					
6.01 Local System contr. credit					
6.02 Local System serv. credit					
6.03 '57 Survivor (21365.5) since.					
6.04 '59 Survivor (21380-7) since.					
6.05 ~~Safety violent injury (21364)~~		yes		yes	

Entries below apply to all groups

7.0 Special Service:	8.0 Allowance Increases:
7.01 C/S pre-membership (20804.5)	8.01 To member formula (21251.35)
7.02 C/S @ non-cont. agcy. (20818)	8.02 $100 min. guar. (21258.2)
7.03 Mil. @ agcy. cost (20894.5)	8.03 '55 to pre-3 yr ave. (21251.4)
7.04 P/S with 10 yr. C/S (20834.1)	8.04 '57 to pre-7/2/56 ret. (21251.5)
7.05 P/S wage other source (20839)	8.05 For 20834.1 service (20834.2)
	8.06 For 20839 service (20840)
	8.07 '63 to pre-1-1-62 ret (21251.6)

Exclusions & Remarks

EXHIBIT B

Micro Fiched

Ret. Form 556-s (Rev.68/)

Coverage Status as of February 1, 1964 for YOLO COUNTY Code 458

Status release number 34

Amended: 1-1-61, 2-1-64

20493 or 20580 effective Not Applicable Alpha 4880

	(a) Miscellaneous	(c)	(d) Local Safety Pers.-PO	(e)
1.0 Coverage:				
1.01 SSMS since.	1-1-60*	Excluded	1-1-60	
1.02 OASDI since (D=Div., A=All) .	A 10-23-52		A 10-23-52	
1.03 retro to.	1-1-51		1-1-51	
1.04 Former Group A re-employ as .	---		XXXXXXXXX	
1.05 Refund retro OASDI adj. contr.	---		---	
2.0 Local System.	No		No	
2.01 Use age for contr. rates. . .	---		---	
2.02 Employee contr. transferred .	---		---	
2.03 Retired lives transferred . .	---		---	
3.0 Retirement Formula:				
3.01 Basic Formula	1/90-1/60FF		1½% @ 60	
3.02 Percent for P/S	100%		100%	
3.03 Misc. P/S improved to. . . .	Age 65		XXXXXXXXX	
3.04 Minimum Retirement Age. . . .	55		55	
3.05 Minimum Guarantee	$60		$60	
3.06 Mod. 1st $400 for OASDI from	Employment		No	
3.07 until	Variable		---	
3.08 thereafter 1st $_____ to.	Per		---	
3.09 thereafter 1st $_____ to.	OASDI		---	
3.10 Ordinary disability formula .	1.5%		1.5%	
3.11 Disability limit (section). .	21297 M		21297 F	
4.0 Compensation Average:				
4.01 For P/S Benefits.	3H(1-1-60)		3H(1-1-60)	
4.02 For O/S Benefits.	3H(1-1-60)		3H(1-1-60)	
4.03 Gr. since (date) XXXXXXXXXX	1-1-60		1-1-60	
4.04 Include overtime.	No		No	
5.0 Post-retirement Death Benefits:				
5.01 Lump Sum.	$400		$400	
5.02 1/2 continuance (21264) . . .	XXXXXXXXXX		No	
6.0 Pre-retirement Death Benefits:				
6.01 Local System contr. credit . .	---		---	
6.02 Local System serv. credit . .	No		No	
6.03 '57 Survivor (21365.5) since.	No		No	
6.04 '59 Survivor (21380-6) since.	XXXXXXXXXX		XXXXXXXXX	
6.05 Safety violent indust. (21364)	XXXXXXXXXX		No	

Entries below apply to all groups

7.0 Special Service:		8.0 Allowance Increases:	
7.01 O/S pre-membership (20804.5)	No	8.01 To member formula (21251.3). . .	No
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX		8.02 $100 min. guar. (21258.2). . . .	No
7.03 Mil. @ agcy. cost (20894.5)	No	8.03 '55 to pre-3 yr. ave. (21251.4) .	No
7.04 P/S with 10 yr. O/S (20834.1)	No	8.04 '57 to pre-7/2/56 ret. (21251.5).	No
7.05 P/S wage other source (20839)	No	8.05 For 20834.1 service (20834.2). .	No
		8.06 For 20839 service (20840). . . .	No
		8.07 '63 to pre-1/1/62 ret (21251.16).	No

Exclusions & Remarks *Exclusion of hospital employees removed 1-1-61.

EXHIBIT A

Micro Fiche

Ret. Form 556-s (Rev. 8/62)

FILED
APR 24 1968
LAURENCE P. HENIGAN, Clerk
By [illegible] Deputy

Book

AGREEMENT NO. 68-33

L E A S E

Micro Fiched

THIS LEASE, made and entered into this 22nd day of April, 1968, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as LANDLORD, and RICHARD HOLVERSTOTT, doing business as HOLVERSTOTT ELECTRIC, hereinafter referred to as TENANT,

W I T N E S S E T H:

IT IS MUTUALLY AGREED AS FOLLOWS:

1. Leasing and Term: LANDLORD hereby leases to TENANT, and TENANT hereby leases from LANDLORD, the storage building owned by LANDLORD located at 320 Third Street, Woodland, California, for a term commencing on April 22nd, 1968, and ending upon termination by either party by written notice of intention to terminate, in which case termination shall be no earlier than thirty (30) days from date of receipt by either party of said notice to terminate.

2. Rent: The rent therefor shall be the sum of Thirty Dollars ($30.00) per month, payable on the 22nd day of each month.

3. Use of Premises: TENANT shall use said premises only as storage, and in connection therewith shall comply with all governmental laws and regulations.

4. Assignment and Sub-Letting: TENANT shall neither assign this lease, nor sub-let the whole or any part of said premises, without the written consent of LANDLORD. Micro Fiched

5. Waiver of Benefits: TENANT hereby waives all rights and benefits under §§ 1941 and 1942 of the California Civil Code, and hereby releases, and promises to indemnify and save harmless, LANDLORD from any and all claims, demands, liabilities, and actions for damages which may be sustained by TENANT, or any other

persons, during the time TENANT may be in possession of said premises.

Micro Fiched

6. Utilities: TENANT shall pay for all utilities including, but not limited to, water, gas, electricity, garbage removal and telephone services.

7. MAINTENANCE: TENANT shall at his own cost and expense keep and maintain the said premises and every part thereof in good order, condition and repair.

8. Waste and Alterations: TENANT will not commit, or suffer to be committed, any waste upon said premises, or any public or private nuisance, and TENANT will not make or suffer to be made any alterations of the premises or any part thereof without the written consent of LANDLORD first had and obtained.

9. Surrender of Premises: TENANT shall promptly surrender the premises to LANDLORD at the expiration of the term of this Lease, in good order and repair, reasonable wear and tear and damage of the elements excepted.

10. Attorney's Fees: In the event that LANDLORD should bring suit for the possession of the premises, for the recovery of any sum due under, or because of, the breach of any covenant in this Lease, or for any other relief against TENANT, declaratory or otherwise, or should TENANT bring any action for any relief against LANDLORD, declaratory or otherwise, arising out of this Lease, and LANDLORD should prevail in any such suit, TENANT shall pay LANDLORD a reasonable attorney's fee, which shall be deemed to have accrued on the commencement of such action, and shall be enforceable whether or not such action is prosecuted to judgment.

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11. Personal Property: TENANT shall not vacate or abandon the premises at any time during the term, and if TENANT shall abandon, vacate, or surrender said premises, or be dispossessed by process of law, or otherwise, any personal property belonging to TENANT and left on the premises shall be deemed to be abandoned,

at the option of the LANDLORD, except such property as may be mortgaged to LANDLORD.

Micro Fiched

12. Conditional Limitations: Each term and each provision of this Lease performable by TENANT shall be construed to be both a covenant and a condition.

13. Waiver: One or more waivers by LANDLORD of any covenant or condition shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition. LANDLORD'S consent to or approval of any act by TENANT requiring LANDLORD'S consent or approval shall not be deemed to waive or render unnecessary LANDLORD'S consent to or approval of any subsequent similar act by TENANT.

14. Binding on Successors: Subject to conditions herein, the terms and provisions of this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of LANDLORD and TENANT.

IN WITNESS WHEREOF, the parties hereto have executed this Lease in duplicate, this 22nd day of April, 1968.

LANDLORD -
COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF BOARD OF SUPERVISORS

TENANT -
RICHARD HOLVERSTOTT, doing business as HOLVERSTOTT ELECTRIC

BY Richard Holverstott

Micro Fiched

FILED

APR 30 1968

LAURENCE P. HEMIGAN, Clerk

By [illegible] Deputy

AGREEMENT NO. 68-34

This agreement is made April 20, 1968, between R.P.W.Co., a partnership, and the County of Yolo, a political subdivision of the State of California, hereinafter designated Yolo.

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RECITALS:

a) Yolo desires to acquire the property described in Exhibit "A" attached hereto consisting of 16¼ acres, more or less, as a site for a Migrant Labor Camp to be constructed by the Housing Authority of Yolo County with funds from the Office of Economic Opportunity.

b) The acquisition of this property is subject to compliance by Yolo with the applicable requirements of California law for the purchase of real property by counties.

c) Yolo possesses the power of eminent domain, and is acquiring the property pursuant to this agreement in lieu of the condemnation thereof; and R.P.W.Co. intends to sell the property pursuant to this agreement under the threat of such condemnation.

AGREEMENT:

1. R.P.W.Co. agrees to sell and Yolo agrees to purchase the above described property for the sum of $24,000 payable in cash into escrow on or before closing date.

2. The closing date shall be five days after demand by Yolo but in no event later than July 5, 1968, through Western Title Guaranty Company, Yolo County Division. Title will be evidenced by a standard coverage form policy of title insurance issued by Western Title Guaranty Company, Yolo County Division, or an affiliate thereof, and shall be subject to no easements, restrictions or encumbrances of record or known to R.P.W.Co. except easements of record and except easements for road purposes, if any, over so much of the above described property as lies within the boundaries of any roads.

Micro Fiched

3. R.P.W.Co. shall have paid all property taxes which are due and payable on the closing date. Taxes will not be prorated, but R.P.W.Co. will seek appropriate refund pursuant to Revenue and Taxation Code sections 4986 and 5096.

4. The costs of title insurance and revenue stamps shall be borne by R.P.W.Co.

Micro Fiched

5. R.P.W.Co. shall have the right to retain possession of the property without charge until July 20, 1968, or until the wheat crop growing thereon is harvested, whichever event occurs sooner. In the event Yolo desires to occupy all or any portion of the property prior to said date, Yolo shall pay to R.P.W.Co. the sum of $60 per acre for the portion occupied.

6. This agreement shall not become effective unless and until Yolo or the Housing Authority of Yolo County enters a contract with the State of California for the contemplated funds from O.E.O. for a minimum of 50 shelters for migrant farm families and Yolo completes the procedures set forth in Recital b) above. In the event title has not passed and payment been made prior to July 6, 1968, this agreement shall be void.

Executed the day and year first above written at Woodland, California.

R.P.W.Co.
by Claude D. Kolsen
and by [illegible]

COUNTY OF YOLO
by W. W. Cannon
Chairman, Board of Supervisors,
County of Yolo, State of California.

Approved as to Form
Date April 29, 1968
County Counsel
of Yolo County

ATTEST: LAURENCE P. HENIGAN, CLERK
BY [illegible] Deputy
(SEAL)

Micro Fiched

EXHIBIT "A"

Micro Fiched

All that real property situate in the County of Yolo, State of California, described as follows:

A parcel of land being a portion of Lots 1 & 2 of the Northeast Quarter of Section 6, T. 7 N., R. 3 E., M.D.B.& M., Yolo County, California, more fully described as follows:

BEGINNING at the Northeast corner of said Section 6, as said corner appears of record on the Plat of T. 7 N., R. 3 E., M.D.B.& M., filed in the Office of the Surveyor General, San Francisco, California on March 19, 1863, said corner also being at the intersection of the centerline of County Road No. 36 (60 feet wide) and County Road No. 105 (60 feet wide); THENCE along the North line of said Section 6, said line also being the centerline of said County Road No. 36, West 530.22 feet; thence Southerly along a line parallel with the East line of said Section 6 South 06° 57' 00" East 1346.69 feet; thence along a line parallel with the North line of said Section 6 East 530.22 feet to the East line of said Section 6, also being the centerline of said County Road No. 105; thence Northerly along said East line North 06° 57' 00" West 1346.69 feet to the point of beginning.

Containing 16.272 acres gross and 15.000 acres excluding the area lying within roads.

Micro Fiched

FILED
MAY - 0 1968
LAURENCE P. HENIGAN, Clerk
By ... Deputy

AGREEMENT NO. 68-35

(Psychiatric Services Agreement)

Micro Fiched

THIS AGREEMENT made and entered into this 30th day of April, 1968, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and WOODLAND CLINIC MEDICAL GROUP, a co-partnership, hereinafter referred to as CLINIC.

W I T N E S S E T H:

WHEREAS, COUNTY desires to obtain psychiatric services for the patients of the Yolo County Mental Health Services; and

WHEREAS, CLINIC is in a position to provide such psychiatric services,

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, IT IS UNDERSTOOD AND AGREED by and between the parties hereto as follows:

1. CLINIC agrees to provide to COUNTY during the term of this agreement the psychiatric services hereinafter described to patients of the Yolo County Mental Health Services to the extent of twenty (20) hours per week under the direction of the Director of the Yolo County Mental Health Service.
2. The services shall be performed by a licensed physician and surgeon, hereinafter referred to as PSYCHIATRIST, who is certified or eligible for certification by the American Board of Psychiatry and Neurology and who shall be named by CLINIC and approved by the Board of Supervisors of COUNTY. The psychiatrist hereby named initially by CLINIC and hereby approved by the Board of Supervisors of COUNTY is RICHARD NORMINGTON, M. D.
3. The services provided hereunder shall include the following:

Micro Fiched

A. Mental health consultation to other professional persons to assist them in their management of emotionally disturbed patients or clients, including the non-medical professional staff of Yolo County Mental Health Services.

B. Direct psychiatric evaluation and treatment of patients referred by other professionals after referral, consultation or discussion. This evaluation or treatment may be done in any of a variety of settings, the patient's home, the general hospital, or the Mental Health Center. Following his evaluation, the psychiatrist will communicate his findings to the referral source and to the Director of County Mental Health Services and follow with a consultation letter whenever appropriate.

C. Psychiatric coverage for the aftercare clinics to follow formerly hospitalized patients and adjustment and continuance of their medications to prevent rehospitalization whenever possible.

D. Attendance at staff meetings, completion of all patient forms and medical records with enough information to assist another staff member at a future contact.

4. The psychiatrist shall be entitled to be absent on each day that his agreement with CLINIC provides for vacation or attendance at professional meetings.

5. COUNTY agrees to pay compensation to CLINIC for services rendered to this agreement monthly at the rate of $10,000.00 per year.

6. CLINIC agrees to save COUNTY harmless from all claims for damages from the provision of services under this agreement, and shall defend any suit against COUNTY that may arise therefrom. CLINIC agrees that it shall be covered by liability insurance providing malpractice and professional service coverage with policy limits of at least $1,000,000.

Micro Fiched

Micro Fiched

and that PSYCHIATRIST shall be covered by liability insurance providing malpractice and professional services coverage, comprehensive general liability coverage and comprehensive automobile liability coverage with limits of at least $100,000. for each person and $300,000. for each occurrence.

Micro Fiched

7. The term of this agreement shall commence on the 1st day of May, 1968, and shall continue until terminated by either party upon sixty (60) days' notice in writing to the other party of intention to terminate. Notice may be given by mail to either party addressed as follows:

COUNTY:

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

CLINIC:

Woodland Clinic Medical Group
1207 Fairchild Court
Woodland, California 95695

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY _____
Deputy

(SEAL)

Micro Fiched

WOODLAND CLINIC MEDICAL GROUP,
a co-partnership

BY _____

AGREEMENT NO. 68-36

COUNTY INSPECTION SERVICE AGREEMENT

THIS AGREEMENT, made and entered into this ___day of April, 1968, by and between the County of YOLO, hereinafter referred to as the County, and the CALIFORNIA FRESH PEACH Advisory Board, hereinafter referred to as the Board, acting pursuant to the authority of the Director of Agriculture of the State of California;

Micro Fiched

WITNESSETH

WHEREAS, the Director of Agriculture of the State of California, has issued and made effective a Marketing Order entitled Marketing Order California Fresh Peach which Marketing Order became effective on April 25, 1950, and

WHEREAS, pursuant to the provisions of said Marketing Order, the Board, with the approval of the Director of Agriculture, is authorized to arrange for the inspection, certification and enforcement services required pursuant to said Marketing Order and rules and regulations recommended by the Board and approved by the Director of Agriculture, and

WHEREAS, the Board desires to enter into an agreement with the County, wherein and whereby the County Agricultural Commissioner, his deputies, inspectors, and other assistants will provide inspection, certification, and enforcement services upon peaches, hereinafter referred to as the commodity, in said County pursuant to the provisions of said Marketing Order and said rules and regulations made effective by the Director of Agriculture thereunder, and

WHEREAS, the County Agricultural Commissioner, his deputies, inspectors and other assistants are in a position, by reason of their location, experience, and the performance of other similar duties under the provisions of the Agricultural Code of the State of California, to provide the necessary inspection, certification, and enforcement services required by the said Board.

NOW, THEREFORE, IT IS MUTUALLY UNDERSTOOD AND AGREED by and between the parties hereto as follows:

FILED
MAY 17 1968
LAURENCE P. HENIGAN, Clerk
By: Barbara A. Rodgers Deputy

1. For the purposes of this Agreement the County, through its Board of Supervisors, expressly approves and accepts the appointment, and the Board, with the approval of the Director of Agriculture, hereby appoints and designates the County Agricultural Commissioner, his deputies, inspectors, and other assistants as official agents of the Board to perform the inspection, certification, and enforcement services agreed to be performed herein. It is mutually understood and agreed, however, that since the said Commissioner, his deputies, inspectors, and other assistants are regularly employed by the County and their services to the Board hereunder will be upon a part-time and seasonal basis only, compensation therefore will be made by the Board directly to the County in the amount or at the rates set forth in Paragraph 6 hereof.

2. It is mutually understood and agreed that the Board, with the approval of the Director, shall be responsible for the establishment of the official grade specifications and tolerances or other requirements together with the general procedures to be followed for inspection and certification and for enforcement activities agreed upon to be performed hereunder. The principal duties of the Commissioner, his deputies, inspectors, and other assistants assigned to the work agreed upon to be performed hereunder shall be those of providing an official inspection and certification service and including certain specified enforcement services. In the performance of their duties specified hereunder the Commissioner, his deputies, inspectors, and other assistants so assigned shall be official agents of the Board and exempt from personal liability in the performance of such duties as provided in Section 1300.21 of the Agricultural Code.

Micro Fiched

3. The Agricultural Commissioner, insofar as is reasonably possible, will perform such inspection, certification, and enforcement services agreed upon hereunder in accordance with the provisions of the said Marketing Order and rules and regulations made effective thereunder upon all lots of the commodity upon which inspection and certification is requested by producers, shippers, distributors, or other handlers in the said County or upon the request of an authorized representative of the Board or of the Bureau of Marketing, California State Department of Agriculture; and in addition the said Commissioner, his deputies, and inspectors will upon their own initiative perform inspection upon lots obviously appearing not in compliance with seasonal marketing regulations relating to quality, grade, size, maturity, condition or pack, or any rules and regulations relating thereto and made effective pursuant to said Marketing Order. In connection with such inspection and certification services the Commissioner, his deputies, inspectors and other assistants under authority of the said Director, will affix and remove hold-tags provided by the Bureau of Marketing upon any lots of the commodity which do not meet the said seasonal marketing regulations or other requirements relating thereto and will report to the Bureau of Marketing and to the Board any lots which fail to so comply.

Micro Filmed

4. Insofar as is reasonably possible the Agricultural Commissioner, will provide an adequate number of inspectors to perform the duties required hereunder.

5. No Marketing Order inspection certificate shall be issued unless:

   A. Inspector has been issued a valid Standardization Certificate, and

   B. The lot to be covered by the inspection certificate has been assembled; or each container to be covered by the certificate has been completely prepared for market, and

   C. The lot has been inspected in accordance with procedures under either 1 or 2 below:

      1. The lot has been inspected pursuant to the requirements of Section 1367 of Title 3, California Agricultural Administrative Code (representative sample), or

      2. The inspector has observed the fruit during the packing operation including an observation of the bins, belt and packing operation; has examined the fruit within containers closely during the day and has also examined containers of fruit immediately prior to the writing of the certificate. The inspector must have observed enough of the operation at the packing sheds each day so that he is convinced the fruit meets the requirements of the grade, size, pack and maturity regulations applicable. A certificate issued pursuant to this method shall be designated "lot inspected".

Micro Filmed

6. The Board agrees to pay the County for the additional expenses incurred by the County in performing the inspection, certification and enforcement services performed pursuant to this Agreement at the rate of not to exceed Six Hundred and ten dollars ($610.00) per month and ten cents ($.10) per mile for mileage allowance accumulated in the performance of this contractual agreement.

The Board will make such payments to the County through the Director of Agriculture, said payments to be based upon appropriate billings presented to the Board in triplicate by the Agricultural Commissioner following the last day of each calendar month.

7. The compensation set forth in paragraph 6 hereof is in part payment of necessary workmen's compensation premiums covering the services of the said Commissioner, his deputies, inspectors and other assistants while acting as official agents of the Board in performing the inspection, certification and enforcement activities agreed upon pursuant to the terms of this Agreement and County shall provide the necessary workmen's compensation insurance without further expense to the Board.

Micro Filmed

8. This Agreement is not assignable by the County either in whole or in part.

9. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto and that no oral understandings and agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing between the parties hereto, shall be binding upon any of the parties hereto.

10. The term of this Agreement shall be from May 1st., 1968, to and including October 31st., 1968; said Agreement, however, shall not be binding upon either party hereto unless and until the same has been approved by the Director of Agriculture; provided, however, that this Agreement may be terminated by either party hereto upon giving fifteen (15) days written notice to the other party.

FAIR EMPLOYMENT PRACTICES ADDENDUM TO STANDARD AGREEMENT

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent da[illegible]nd records by the State Fair Employment Practice Commission, or any oth[illegible]cy of the State of California designated by the awarding authority, for [illegible]poses of investigation to ascertain compliance with the Fair Employme[illegible]ices section of this contract.

Micro Filmed

3. Remedies for Willful Violation:

(a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

Micro Fiched

IN WITNESS WHEREOF, this Agreement has been executed in quadruplicate by and on behalf of the parties hereto, the day and year first above written.

COUNTY OF YOLO

By _____
Chairman, Board of Supervisors

CALIFORNIA FRESH PEACH ADVISORY BOARD

By _____
Manager

APPROVED:
EARL COKE, DIRECTOR OF AGRICULTURE

ADMINISTRATIVE:

By _____ 5/15/68
(Date)

Approved as to Form
Dated
County Counsel
of Yolo County

Micro Fiched

FILED

APR 29 1968

LAURENCE P. HENIGAN, Clerk

By _____ Deputy

AGREEMENT NO. 68-37

(AMENDMENT TO COMMUNITY-WIDE TRANSFER AGREEMENT)
(BETWEEN)
(HOSPITALS AND EXTENDED CARE FACILITIES)

Micro Fiched

The DRIFTWOOD CONVALESCENT HOSPITAL hereby agrees to adhere to and be bound by the provisions of County of Yolo Agreement No. 66-77 entitled, "COMMUNITY-WIDE TRANSFER AGREEMENT BETWEEN HOSPITALS AND EXTENDED CARE FACILITIES," dated October 10, 1966, and filed with the Clerk on October 21, 1966.

Date: April 16, 1968. DRIFTWOOD CONVALESCENT HOSPITAL

BY _____

(Use seal if a Corporation)

Date Accepted: APR 29 1968

COUNTY OF YOLO

BY _____
CHAIRMAN, BOARD OF SUPERVISORS
COUNTY OF YOLO
STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____ DEPUTY

(SEAL)

Micro Fiched

FILED
APR 29 1968
LAURENCE P. HENIGAN, Clerk
By [signature] Deputy

AGREEMENT NO. 68-38

(AMENDMENT TO COMMUNITY-WIDE TRANSFER AGREEMENT)
BETWEEN
HOSPITALS AND EXTENDED CARE FACILITIES

Micro Fiched

The DAVIS COMMUNITY HOSPITAL hereby agrees to adhere to and be bound by the provisions of County of Yolo Agreement No. 66-77 entitled, "COMMUNITY-WIDE TRANSFER AGREEMENT BETWEEN HOSPITALS AND EXTENDED CARE FACILITIES," dated October 10, 1966, and filed with the Clerk on October 21, 1966.

Date: 4-23-68 DAVIS COMMUNITY HOSPITAL

BY [signature]

(Use seal if a Corporation)

Date Accepted: APR 29 1968 COUNTY OF YOLO

BY [signature]
CHAIRMAN OF BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY [signature] DEPUTY

(SEAL)

Micro Fiched

FILED
APR 29 1968
LAURENCE P. HENIGAN, Clerk
By [illegible] Deputy

AGREEMENT NO. 68-39

(AMENDMENT TO COMMUNITY-WIDE TRANSFER AGREEMENT)
(BETWEEN)
(HOSPITALS AND EXTENDED CARE FACILITIES)

Micro Filmed

The SOMERSET CONVALESCENT HOSPITAL hereby agrees to adhere to and be bound by the provisions of County of Yolo Agreement No. 66-77 entitled, "COMMUNITY-WIDE TRANSFER AGREEMENT BETWEEN HOSPITALS AND EXTENDED CARE FACILITIES," dated October 10, 1966, and filed with the Clerk on October 21, 1966.

Date: April 24, 1968 SOMERSET CONVALESCENT HOSPITAL

BY [signature]

(Use seal if a Corporation)

Date Accepted: APR 29 1968 COUNTY OF YOLO

BY [signature]
CHAIRMAN, BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY [signature] DEPUTY

(SEAL)

Micro Filmed

MAY 27 1968
Barbara Rodgers

AGREEMENT NO. 68-40

(JOINT EXERCISE OF POWERS AGREEMENT
FOR COMPUTER SERVICES)

Micro Fiched

THIS AGREEMENT dated this 17th day of May, 1968, by and between the COUNTY OF YOLO, a political subdivision, hereinafter called COUNTY, and the CITY OF WOODLAND, a municipal corporation, hereinafter referred to as CITY,

W I T N E S S E T H:

RECITALS:

1. COUNTY provides for itself computer service consisting of the use of a certain computer and related data processing equipment and the service of personnel skilled in its operation and is willing to make its excess capacity for computer service available to CITY.
2. CITY desires to obtain such computer services.
3. The purpose of this agreement is to enable COUNTY pursuant to the Joint Exercise of Powers Act, Government Code §§ 6500, et seq., to provide such computer services to CITY.

AGREEMENTS:

1. COUNTY shall provide computer service to CITY in the manner provided for in this agreement to the extent of COUNTY'S capacity to do so in addition to the service required to meet COUNTY'S current and future needs.
2. The computer service shall be provided at times designated by COUNTY and shall consist of the use of the computer and related data processing equipment set forth herein and all the services of its employees set forth herein required for the operation of the computer and related data processing equipment.
3. CITY shall pay COUNTY for computer service the hourly rental

Micro Fiched

cost to COUNTY of equipment used plus 10% thereof and the hourly payroll cost to COUNTY for the employees used plus 6% thereof. Payment shall be made at the conclusion of each month's service upon presentation of a claim therefor.

4. The computer and related data processing equipment, the use of which is provided by this agreement, and the initial hourly rates for its use are as follows:

Micro Filmed

Equipment	Initial Hourly Rate
System 360/20	$13.27 per hour
085 Collator	.91 per hour
083 Sorter	.87 per hour
024 Keypunch	.32 per hour
056 Verifier	.39 per hour

5. The employees whose services are provided by this agreement and the initial hourly rates for such service are as follows:

Employee	Initial Hourly Rate
Assistant Auditor-Controller (Systems)	$6.38 per hour
Data Processing Supervisor	5.26 per hour
Programmer II	3.73 per hour
Tabulating Equipment Operator	3.38 per hour

6. In the event that CITY requires computer services at times other than those designated by COUNTY under Paragraph 2 hereof, then, and in such event, CITY shall nevertheless be entitled to receive such services, provided the times required by CITY do not coincide with times which the computer and related processing equipment are actually in use by COUNTY, subject, however, to CITY'S making direct payment to employees whose services are provided, over and above the sums required to be paid by CITY to COUNTY under Paragraph 5 hereof, at the following hourly rate:

Micro Etched

Assistant Auditor-Controller	$3.03 per hour
Data Processing Supervisor	3.78 per hour
Programmer II	4.50 per hour
Computer Operator	3.87 per hour.

7. The parties shall be strictly accountable for all funds and

for reports of all receipts and disbursements.

8. Upon completion of the purpose of this agreement, any surplus acquired or money on hand shall be returned in proportion to the contributions made.

9. The term of this agreement shall commence on May 15, 1968, and shall continue until it is terminated by either party upon thirty (30) days' notice of intention to terminate given in writing to the other party.

10. Neither COUNTY nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any matter not delegated to COUNTY under this agreement. Pursuant to Government Code § 895.4 CITY shall fully indemnify and hold COUNTY harmless from any damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any matter not delegated to COUNTY under this agreement.

11. Neither CITY nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any matter delegated to COUNTY under this agreement. Pursuant to Government Code § 895.4 COUNTY shall fully indemnify and hold CITY harmless from any damage or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any matter delegated to COUNTY under this agreement.

Micro Fiched

IN WITNESS WHEREOF the parties have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____ DEPUTY

(SEAL)

Micro Fiched

CITY OF WOODLAND, a municipal corporation

BY _____

ATTEST:

BY _____ CITY CLERK

(SEAL)

Micro Fiched

16

Agreement No. 68-41

Woodland, California

April 26, 1968

Tom Tokunaga and Karumo Tokunaga, his wife, as joint tenants, as to an undivided 1/2 interest; George Aoki and Sakaye Aoki, his wife, as joint tenants, as to an undivided 1/2 interest

Grantors

FILED
MAY - 8 1968
LAURENCE P. HENIGAN, Clerk
By [illegible] Deputy

Micro Fiched

RIGHT OF WAY CONTRACT-COUNTY HIGHWAY

Document No. 68-14 in the form of a Grant Deed and Document No. 68-13 in the form of an Easement Deed covering the following described properties:

Document No. 68-14 Grant Deed

A parcel of land being a portion of the Northwest one-quarter of Section 23, Township 11 North, Range 2 East, M.D.B.&M., Yolo County, California, more fully described as follows:

COMMENCING at the Northwest corner of said Section; thence South 89°41'48" East 117.23 feet along the North line of said Section to the TRUE POINT OF BEGINNING; THENCE continuing along said North line South 89°41'48" East 282.74 feet to a point in a non-tangent curve, concave to the Southeast, a radial line thru said point bears North 49°49'43" West; thence along said curve with a radius 1150.00 feet, a central angle 35°57'28", an arc length of 721.72 feet; thence South 04°12'49" West 679.75 feet to a tangent curve concave to the East; thence along said curve with a radius of 3950.00 feet, thru a central angle of 02°59'42", an arc length 206.48 feet to a non-tangent line, said line being the South line of that parcel of land appearing on the Record of Survey in Book 9 of Maps and Surveys at Page 158, filed in the Office of the Recorder of the County of Yolo, California; thence along said South line North 89°45'48" West 11.66 feet to the West line of said parcel of said Record of Survey; thence along said West line the following four (4) courses, (1) North 00°13'02" West 438.74 feet, (2) North 09°18'12" East 305.80 feet, (3) North 00°40'12" East 745.20 feet, (4) North 00°19'12" East 57.25 feet to the true point of beginning.

Containing 2.175 acres.

Micro Fiched

Document No. 68-13 Easement Deed

That the GRANTORS, hereby grant to the GRANTEE, its successors and assigns forever, an easement and right of way for the establishment, construction and maintenance of a ditch and irrigation system on and upon the following described property situate, lying and being in the County of Yolo, State of California, described as follows, to-wit:

Micro Fiched

A parcel of land being a portion of the Northwest one-quarter of Section 23, Township 11 North, Range 2 East, M.D.B.&M., Yolo County, California, more fully described as follows:

COMMENCING at the Northwest corner of said Section; thence South 89°41'48" East 399.97 feet along the North line of said Section to the TRUE POINT OF BEGINNING; THENCE continuing along said North line South 89°41'48" East 32.83 feet to a point in a non-tangent curve, concave to the Southeast, a radial line thru said point bears North 48°45'25" West; thence along said curve with a radius of 1125.00 feet, a central angle 37°01'46", an arc length of 727.07 feet; thence South 04°12'49" West 160.76 feet; thence North 85°47'11" West 20.00 feet; thence South 04°12'49" West 30.00 feet; thence South 85°47'11" East 20.00 feet; thence South 04°12'49" West 488.99 feet to a tangent curve, concave to the East; thence along said curve with a radius of 3925.00 feet, thru a central angle of 02°59'19", an arc length of 204.73 feet to the South line of that parcel of land appearing on the plat of that certain Record of Survey in Book 9 of Maps and Surveys at Page 158, filed in the Office of the Recorder of the County of Yolo, California; thence along said South line North 89°45'48" West 25.00 feet to a point in a non-tangent curve, a radial line thru said point bears North 88°46'53" West; thence along said curve concave to the East, with a radius of 3950.00 feet, a central angle of 02°59'42" an arc length of 206.48 feet; thence North 04°12'49" East 679.75 feet to a tangent curve; thence along said curve concave to the Southeast with a radius of 1150.00 feet, thru a central angle 35°57'28", an arc length of 721.72 feet to the true point of beginning.

Micro Fiched

Containing 0.908 acres.

With the right of ingress and egress thereto and therefrom for the purpose of construction, maintenance and operation of an irrigation ditch and for no other purpose.

TO HAVE AND TO HOLD all and singular the above mentioned and described premises, together with the appurtenances unto the said GRANTEE, its successors and assigns forever.

RESERVING unto the Grantors the right of ingress and egress over the hereinabove described property, have been executed and delivered to Howard Van Reyper, Jr., Director of Public Works of the County of Yolo.

Micro Fiched

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said documents and shall relieve the County of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.

II. The County shall:

A. Pay the undersigned grantors the sum of $15,247.78 for the properties as conveyed by Grant Deed No. 68-14 (herein described) and Easement Deed No. 68-13 (herein described) within sixty (60) days after date title to said properties vests in, or is in escrow for the County of Yolo, free and clear of all liens, encumbrances, assessments, easements, and leases recorded and/or unrecorded.

Micro Fiched

This transaction will be handled through an escrow number 58447 with Western Title Guaranty Company of Woodland.

B. Pay all escrow and recording fees incurred in this transaction including documentary tax stamps, if required, and if title insurance is desired by the County, the premium charged therefore.

C. During construction of this project (known as County Road 102 Work Order No. 4077) and prior to completion, the County will construct gravel driveway aprons with necessary roadside culverts (15" Min. I.D.) at the following locations:

Engineers Station	Top Width
144+20 Rt	20'
151+00 Rt	20'
158+80 Rt	20'
157+00 Rt (Approx.)	20'

Micro Fiched

It is mutually understood and agreed that upon completion of the driveways and culverts above mentioned, they shall be considered as encroachments under permit upon the County Road and are to be maintained, repaired, and operated as such by Grantor in accordance with and subject to the laws of the State of California and the rules and regulations of the Department of Public Works of the County of Yolo.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Approved as to Form
Dated MAY - 6 1968
County Counsel of Yolo County

Grantors

Recommended for Approval,

By

COUNTY OF YOLO

Chairman of the Board of Supervisors
County of Yolo, State of California

Micro Fiched

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

FILED
MAY 20 1968
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

AGREEMENT NO. 68- 42

(Partial Surrender of Lease)

Micro Fiched

WHEREAS, JEFFREY MILLING COMPANY of Winters, California, hereinafter referred to as LESSEE is lessee under a lease agreement with the COUNTY OF YOLO, hereinafter referred to as COUNTY, dated September 13th, 1965, Yolo County Agreement No. 65-153; and

WHEREAS, LESSEE agrees to surrender, grant and yield up a portion of the premises leased therein in return for a reduction in the annual rent payable for the remainder of the term of said lease;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that LESSEE does hereby surrender, grant, yield up and vacate premises to COUNTY as to the following described parcel of real property situate in the County of Yolo, State of California, and more particularly as follows:

A parcel of land being a portion of the Northwest one-quarter of Section 34 T. 9 N., R. 1 E., M.D.B.&M., Yolo County, California, more fully described as follows:

BEGINNING at the Northeast corner of the said Northwest one-quarter of Section 34; THENCE along the North line of said Northwest one-quarter South 89°47'25" West 1550.00 feet; thence South 00°06'06" West 825.00 feet; thence South 16°37'23" East 1042.47 feet; thence North 89°47'25" East 1,250 feet, more or less, to the East line of said Northwest one-quarter; thence Northerly along said East line to the Northeast corner of said Northwest one-quarter, the point of beginning.

Containing 61.5 acres.

Micro Fiched

and LESSEE covenants that the premises herein surrendered are free and clear of any sub-lease or sub-tenancy.

IN CONSIDERATION FOR SAID SURRENDER AND COVENANT, COUNTY hereby accepts surrender of lease as to said parcel of real property

and agrees that the annual rent for each year of the term of said lease commencing on or after August 1st, 1968, shall be $ 1,269.49 .

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JEFFREY MILLING COMPANY

BY _____

COUNTY OF YOLO

BY _____
CHAIRMAN OF BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____ DEPUTY

(SEAL)

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FILED
MAY 20 1968
LAURENCE K. HEWGAN, Clerk
By Barbara A. Rodgers
Deputy

AGREEMENT NO. 68-43

LEASE

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THIS LEASE made and entered into this 13th day of May, 1968, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and YOLO SPORTSMEN'S ASSOCIATION, a non-profit corporation, hereinafter referred to as SPORTSMEN,

W I T N E S S E T H:

1. DESCRIPTION.

COUNTY hereby leases to SPORTSMEN and SPORTSMEN hereby hires, on the terms and conditions hereinafter set forth those certain premises situated in the County of Yolo, State of California, more particularly described as follows:

A parcel of land being a portion of the Northwest one-quarter of Section 34 T. 9 N., R. 1 E., M.D.B.&M., Yolo County, California, more fully described as follows:

BEGINNING at the Northeast corner of the said Northwest one-quarter of Section 34; THENCE along the North line of said Northwest one-quarter South 89°47'25" West 1550.00 feet; thence South 00°06'06" West 825.00 feet; thence South 16°37'23" East 1042.47 feet; thence North 89°47'25" East 1,250 feet, more or less, to the East line of said Northwest one-quarter; thence Northerly along said East line to the Northeast corner of said Northwest one-quarter, the point of beginning.

Containing 61.5 acres.

Micro Filmed

2. TERM.

a. Period. The term of this lease shall be for a period of thirty (30) years.

b. Commencement. The term shall commence on June 1st, 1968.

3. RENT.

SPORTSMEN shall pay to COUNTY a total rent of TWELVE THOUSAND NINE HUNDRED FIFTEEN and NO/100 ($12,915.00) DOLLARS. The

sum of THREE HUNDRED SEVEN and 50/100 DOLLARS ($307.50) shall be payable upon execution of this lease and annually on June 1st of the years 1969 through 1977, inclusive. The sum of FOUR HUNDRED THIRTY and 50/100 DOLLARS ($430.50) shall be payable annually on June 1st of the years 1978 through 1987, inclusive. The sum of FIVE HUNDRED FIFTY-THREE and 50/100 DOLLARS ($553.50) shall be payable annually on June 1st, of the years 1988 through 1997, inclusive.

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4. USE.

The premises shall be used and occupied only for the following purposes and other purposes reasonable appurtenant thereto: trapshooting, skeetshooting, archery, rifle range, picnicking, supervised youth group camping, fishing, wildlife habitat nursery, caretaker's residence, clubhouse, including provisions for meeting room, snack bar and lounge, swimming pool.

5. IMPROVEMENTS.

a. Cost and Expense. Any and all improvements placed upon the premises during the term of this lease shall be constructed and maintained at the sole cost and expense of SPORTSMEN.

b. Time of Construction or Establishment. Within 4 years from the commencement of the term of this lease, SPORTSMEN agree to construct or establish and thereafter maintain and operate throughout the term of this lease the following uses or facilities:

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1. To install and maintain a gate at the entrance on County Road 29 and to construct and maintain a 30-foot all year road giving access to the SPORTSMEN'S facilities upon the premises from Road 29 without crossing the flight strip.

2. To install and maintain at least a four-strand barb-wire fence enclosing the premises, except for the

gate mentioned in the preceding paragraph.

6. UTILITIES. SPORTSMEN shall cause to be provided and pay for any and all utility services used on the premises during the term of this lease.

7. MAINTENANCE AND CONDITION OF THE PREMISES.

a. Acceptance. By entry under this lease SPORTSMEN accept the premises in their present condition; and SPORTSMEN agree on the last day of the term or on sooner termination of this lease, to surrender the premises and the appurtenances to COUNTY in the same condition as when received, reasonable use, wear and tear and damage by fire, Act of God or the elements excepted, and to remove all of SPORTSMEN'S property from the premises.

b. Waste. SPORTSMEN shall not commit or permit others to commit on the premises waste or nuisance or any other act that could disturb the quiet enjoyment of COUNTY or of any other tenant of COUNTY on reserved or adjacent property.

c. Maintenance. SPORTSMEN shall care for the leased premises and the approaches to and appurtenances of the leased premises and maintain them in the same order and condition in which received, ordinary wear and tear excepted, and shall make diligent effort to prevent the spread of all noxious weeds and rodents and other vertraebrate pests on the leased premises during the term of the lease and to take reasonable measures to protect the premises from infestations of insects, spiders, mites, snails, shrimps and other such pests. SPORTSMEN agree to make diligent effort to prevent infestations of organisms that may produce disease in plants or animals and that come onto or develop on the premises during the term of this lease and

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that might damage crops or animals grown or maintained on the premises after the term.

8. EXCULPATORY CLAUSE.

SPORTSMEN agree to indemnify and save COUNTY harmless from and against any and all claims arising from any act, omission or negligence of SPORTSMEN or its contractors, licensees, agents, servants or employees, members or invitees, or arising from any accident, injury in, on or about the premises or any part of them.

9. INSURANCE.

During the term of the lease SPORTSMEN shall, at its own expense, maintain in full force a policy or policies of public liability insurance insuring COUNTY and SPORTSMEN against liability for injury for persons and property and for death of persons arising from any accident, injury or damage occuring in, on or about the premises or any portion of them. Each policy shall be subject to approval by COUNTY as to form and insurer. The liability under such insurance shall not be less than $300,000.00 for any one person injured or killed, and not less than $500,000.00 for any one accident, and not less than $50,000.00 for property damage. SPORTSMEN shall provide COUNTY with certificates of all policies including in each instance an endorsement providing that such insurance shall not be cancelled except after ten (10) days' notice to COUNTY.

10. LIMITATION.

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This lease is subject to and SPORTSMEN shall comply with all the provisions of the reservations, restrictions, covenants and conditions of that certain quit claim deed dated June 14, 1948 made by the UNITED STATES OF AMERICA, acting by and through the War Assets Administration to the COUNTY OF YOLO recorded in the office of the Recorder of the County of Yolo on July 9, 1948, in Book 285 of Official Records at page 35, and any right and privileges herein granted SPORTSMEN, or

obligations herein incurred by COUNTY which may be or become inconsistent with the provisions of said quit claim deed shall be null and void.

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11. COMPLIANCE WITH LAW.

SPORTSMEN shall comply with all requirements of all governmental authorities in force either now or in the future affecting the premises, and shall faithfully observe in its use of the premises all laws, rules and regulations of these authorities, in force either now or in the future.

12. ASSIGNMENT AND SUBLETTING.

SPORTSMEN shall not assign this lease, or any interest therein, and shall not lease or underlet the said premises, or any part thereof, or any right or privilege appurtenant thereto, without the written consent of COUNTY first had and obtained, and that a consent to one assignment or subletting shall not be construed as a consent to any subsequent assignment or subletting. It is hereby mutually covenanted and agreed that, unless such written consent thereto has been so had and obtained, any assignment or transfer, or attempted assignment or transfer, of this lease or of any interest therein, or underletting, either by voluntary or involuntary act of SPORTSMEN or by operation of law or otherwise, shall, at the option of COUNTY, terminate this lease; and any such purported assignment, transfer, or underletting, without such consent shall be null and void.

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13. REMEDIES.

a. Sub-leases. The voluntary or other surrender of this lease by SPORTSMEN, or a mutual cancellation thereof as to the whole or any portion of the leased premises, shall not work a merger, and shall, at the option of COUNTY, terminate all or any existing subleases or sub-tenancies,

or may, at the option of COUNTY, operate as an assignment to it of any or all such subleases or sub-tenancies.

b. Advances by COUNTY. In the event of SPORTSMEN'S breach of any covenant in this lease, COUNTY may, at any time, without notice, cure such breach for the account, and at the expense of SPORTSMEN. If SPORTSMEN at any time, by reason of such breach, is compelled to pay, or elects to pay, any sum of money or to do any act that will require the payment of any sum money, or is compelled to incur any expense, including reasonable attorney's fees, in instituting, prosecuting, or defending any actions or proceedings to enforce COUNTY'S rights under this lease or otherwise, the sum, or sums, so paid by SPORTSMEN, with all interest, costs, and damages, shall be deemed to be additional rent under this lease and shall be due from SPORTSMEN to COUNTY on the first day of the month following the incurring of such expenses.

c. Attorney's fee. In the event COUNTY should bring suit for the possession of the premises, for the recovery of any sum due under, or because of, the breach of any covenant in this lease, or for any other relief against SPORTSMEN, declaratory or otherwise, or should SPORTSMEN bring any action for any relief against COUNTY, declaratory or otherwise, arising out of this lease, and COUNTY should prevail in any such suit, SPORTSMEN shall pay COUNTY a reasonable attorney's fee, which shall be deemed to have accrued on the commencement of such action, and shall be enforceable whether or not such action is prosecuted to judgment.

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14. NOTICES.

All notices to be given to the parties to this lease may be

given by depositing the same in the United States mail, postage prepaid, and addressed to COUNTY and SPORTSMEN respectively as follows:

COUNTY:

Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

SPORTSMEN:

Yolo Sportsmen's Association
P. O. Box 82
Woodland, California 95695

15. CONDITIONAL LIMITATIONS.

Each term and each provision of this lease performable by SPORTSMEN shall be construed to be both a covenant and a condition.

16. WAIVER.

One or more waivers by COUNTY of any covenant or condition shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition. COUNTY'S consent to or approval of any act by SPORTSMEN requiring COUNTY'S consent or approval shall not be deemed to waive or render unnecessary COUNTY'S consent to or approval of any subsequent similar act by SPORTSMEN.

17. CONSTRUCTION.

The marginal headings or title to the paragraphs of this lease are not a part of this lease and shall have no effect upon the construction or interpretation of any part of this lease.

18. BINDING ON SUCCESSORS.

Subject to Paragraph 13, the terms and provisions of this lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of COUNTY and SPORTSMEN.

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IN WITNESS WHEREOF, the parties hereto have executed this lease the day and year first above written.

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ATTEST:

LAURENCE P.HENIGAN, CLERK

BY _____
Deputy

(SEAL)

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF BOARD OF SUPERVISORS

YOLO SPORTSMEN'S ASSOCIATION, a non-profit corporation

BY _____

(SEAL)

Micro Fiched

AGREEMENT NO. 68-44

(1) Pursuant to Sections 2221 through 2224 of the Agricultural Code, which are incorporated by reference as though fully set forth at this point, EARL COKE, DIRECTOR OF AGRICULTURE, STATE OF CALIFORNIA, hereinafter referred to as the Director, and the COUNTY OF YOLO, hereinafter referred to as the County, acting by and through its Board of Supervisors, hereby agree as follows:

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(2) WHEREAS, the base salary of the Agricultural Commissioner of said County, for the month of January 1959 was established at the rate of Six Hundred and no/100---------- Dollars ($600.00) per month, and

(3) WHEREAS, by subsequent action of the Board, the aforesaid rate of compensation for the fiscal year 1968-69 is now established in accordance with the law at One thousand forty-four and no/100 from July 1, 1968 through January 31, 1969/ Dollars ($1,044.00) per month, and $1,096.00/from February 1, 1969 through June 30, 1969, and per month

(4) WHEREAS, it is the intent of the parties to this agreement to provide for increasing the salary of said Commissioner and/or to compensate said Commissioner for services performed for the Department of Agriculture of the State of California, for the purpose of securing more uniform and adequate enforcement of the provisions of the Agricultural Code throughout the State, and otherwise to effectuate the purposes of Sections 2221 through 2224 of the Agricultural Code,

(5) The Director hereby agrees to pay to said County during the 1968-69 Fiscal Year the sum of Three thousand three hundred and No/100 ---------- Dollars ($3,300.00), to be paid as follows:

At the rate of $275.00 per month for each month (or on a proportionate basis for each fraction of a month) during which the said position of Agricultural Commissioner is filled. Such payment will be made at the end of the 1968-69 Fiscal Year upon submission of invoice covering services rendered during that year.

(6) The County, acting by and through its Board of Supervisors, agrees that during the term of this agreement, the Agricultural Commissioner's salary will not be reduced below the base salary for the month of January 1959 as stated in paragraph (2) above.

(7) The term of this agreement shall be from July 1, 1968 through June 30, 1969 subject to termination by either party at any time during the said term upon giving not less than 30 days written notice to the other party.

IN WITNESS WHEREOF, the parties have set their hands this 13th day of May, 1968.

EARL COKE, DIRECTOR OF AGRICULTURE

By _____
Fiscal Officer

Approved as to form
County Counsel
of Yolo County
Dated May 13, 1968

BOARD OF SUPERVISORS
COUNTY OF YOLO

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_____
Chairman

Attest:

LAURENCE P. HENIGAN
Clerk of said Board

By _____
Deputy

DEPARTMENT OF FINANCE
APPROVAL

June 8, 1961

JUN- 5 1968
LAURENCE P. HENIGAN, Clerk
By _____

I hereby certify that provision has been made in the budget for the payment of this contract.

General Fund-Chap.

_____

12-040 Agreement Budget Item

XEROX

131065

YOLO COUNTY AGREEMENT NO. 68-45

XEROX SERVICE AGREEMENT

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FILED
MAY 23 1968
LAURENCE P. HENIGAN, Clerk
by Barbara A. DeBoni, Deputy

QTY.	EQUIPMENT
1	XEROX MODEL 3400

XEROX SHALL PROVIDE REPRODUCTION SERVICES TO CUSTOMER AT INSTALLATION ADDRESS AND CUSTOMER SHALL ACCEPT SUCH SERVICES UPON THE TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE.

IN CONNECTION WITH SUCH REPRODUCTION SERVICES, XEROX SHALL INSTALL ITS EQUIPMENT LISTED AT LEFT AT THE INSTALLATION ADDRESS SPECIFIED BELOW AND SHALL SUPPLY XEROX WHICH MAY SUPPLY EITHER NEW OR RECONDITIONED EQUIPMENT AT ITS SOLE OPTION.

PAYMENT OF SHIPPING CHARGES, AND FOR [illegible] IN ACCORDANCE WITH XEROX TERMS AND CONDITIONS [illegible] IN EFFECT AT THE TIME OF USAGE. THESE TERMS AND CONDITIONS ARE SET FORTH IN XEROX PUBLICATION [illegible] AS REVISED FROM TIME TO TIME. CUSTOMER SHALL PAY [illegible] DELIVERY CHARGES.

CUSTOMER NAME AND BILLING ADDRESS	INSTALLATION ADDRESS	[illegible]
	YOLO COUNTY CLERKS OFFICE	SACRAMENTO VAL & STORAGE
P.O. BOX 1098	ROOM 200 COURTHOUSE	
WOODLAND, CALIF 95695	COURT ST BETWEEN 2ND & 3RD	
	WOODLAND, CALIF 95695	

THIS AGREEMENT MAY BE TERMINATED AT ANY TIME BY EITHER PARTY UPON WRITTEN NOTICE OF ☒ [illegible] 15) DAYS ☐ [illegible] (30)

CUSTOMER

BY: [signature] W.W. CORNER

TITLE CHAIRMAN OF BOARD OF SUPERVISORS

XEROX CORPORATION

BY RAY BIANCALANA

DATE 5-20-68

[illegible] INFORMATION

PURCHASE ORDER REQUIRED ☐ YES ☒ NO IF YES,

PURCHASE ORDER NUMBER

PERIOD FROM TO

SPECIAL REFERENCE NUMBER

SPECIAL INVOICE FORM REQUIRED ☐ YES ☐ NO

DELIVERY INFORMATION

REQUESTED DELIVERY DATE

CONTACT MR HENIGAN

PHONE 662-3241 EXT 445

DEFENSE PRIORITY

SUPPLY CENTER

☒ ATTACHED

TAX INFORMATION

TAXABLE AREA ☒ YES ☐ NO

TAX EXEMPT ☐ YES ☒ NO

CERTIFICATE ATTACHED ☐ YES ☒ NO ☐ N/A ☐ PREVIOUSLY SUBMITTED

CUSTOMER

Form No. 43915 Printed in U.S.A.

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SERVICE AGREEMENT

Xerox Shall:

To do so long as pursuant to the use of equipment.

Keep equipment in good working order in accordance with published service policy in effect at time of request for service.

Assume all responsibility for loss or damage to equipment installed on customer's premises, except for such loss or damage as may be caused by customer's willful act.

Replace defective copies or supplies as its sole obligation with respect thereto.

Customer Shall:

Provide suitable electric service for operation of equipment.

Make available a key operator for training in the use of equipment. Should this assignment change, customer shall inform Xerox immediately.

Submit to Xerox on the last working day of each month a completed meter card provided by Xerox and upon receipt of invoice, pay such amount as is due.

Make no alterations to equipment.

Obtain the written authorization of Xerox prior to any movement of equipment.

Pay for any repairs or replacements made necessary by customer's willful act.

Permit Xerox to remove equipment upon termination.

Approved as to Form
Dated: May 20 1968

County Counsel of Yolo County

FILED

MAY 23 1968

LAURENCE P. HUNSON, Clerk

By Pete E. Hugo Deputy

AGREEMENT NO. 68-46

WHEREAS, the Board of Supervisors of the County of Yolo and the Yolo County Employees' Association find it desirable to establish a formal grievance procedure as an aid to improved mutual understanding and to assist in the maintenance of orderly day to day operation of the county government in its respective departments; and

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WHEREAS, the Yolo County Employees' Association agrees to represent all employees of the county government, whether or not they are members of the employees' association; and

WHEREAS, the attached document entitled Yolo County Employee Grievance Procedure has been thoroughly reviewed by the officers and members of the Yolo County Employees' Association, by the respective heads of county departments, and by the members of the Board of Supervisors;

NOW, THEREFORE, BE IT RESOLVED that the Yolo County Employee Grievance Procedure is mutually established by agreement of the Board of Supervisors and the Yolo County Employees' Association; and

BE IT FURTHER RESOLVED that the Board of Supervisors specifies that such procedure shall be followed; and

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BE IT FURTHER RESOLVED that the Yolo County Employees' Association acting on behalf of the association members supports the provisions of this grievance procedure agreement; and

BE IT FURTHER RESOLVED that the effective date of this agreement shall be MAY 20 ___, 1968.

YOLO COUNTY EMPLOYEES' ASSOCIATION

By Arnold L Hopkins President

BOARD OF SUPERVISORS OF THE COUNTY OF YOLO

By [illegible] Chairman

Approved as to Form

County Counsel of Yolo County

YOLO COUNTY EMPLOYEE GRIEVANCE PROCEDURE

I. GENERAL PROVISIONS

A "Grievance" is an employee initiated complaint which may arise when it concerns such matters as:

1. work assignments not related to position classification job description;
2. protests on employee evaluation rating;
3. disagreements with another employee or a supervisor;
4. interpretations of a county policy and local application of rules as these affect the individual employee with respect to wages, hours and working conditions;
5. denial of merit salary increases; or
6. any other item not covered which the employee feels may adversely affect his employment.

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All employees utilizing and participating in the grievance procedure established hereunder shall:

1. be guaranteed freedom from reprisal; and
2. be permitted representation in the preparation and presentation of grievances by either a delegate of the Yolo County Employees' Association, employees of his own choosing, or an attorney. All fees incurred in the retention of private legal aid shall be at the expense of the employee filing the grievance;
3. be protected from being penalized through loss of regular county pay or time for appearances before any or all levels of the appeal procedure;
4. be allowed to file directly to the second level of the grievance procedure when no answer is received at the first level.

II. GRIEVANCE COMMITTEE

1. Membership

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The Grievance Committee of the Yolo County Employees' Association referred to hereinafter shall be an elected body of seven (7) members. Its principal function shall be to determine if the complaint of an employee constitutes a valid grievance for formal presentation and to provide representation for the employee

filing the grievance. The committee will further make certain that the complainant is given all necessary help at each level in the appeal process.

2. Interim Appointment

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Appointment to fill an unexpired term on the Grievance Committee shall be made from the Yolo County Employees' Association members and shall be appointed by the President. Such appointment shall be made from employees of the department of the committee member who failed to complete the term of office.

3. Nomination of Committee Members

   a. Nominations for membership shall be limited to members of the Yolo County Employees' Association with the exception of department heads and their first assistant or first deputy.

   b. Each department may place in nomination the name of one departmental employee.

   c. Employees of a department may conduct a departmental election to determine the nominee of the department for the Grievance Committee. A petition signed by not less than five departmental employees and filed with the Secretary of the Association will qualify an employee as a nominee in a departmental election. The Secretary shall schedule and conduct such departmental election governed by rules established by the Board of Directors of the Association.

   d. The names of the nominees of each department shall be placed on the Association's annual election ballot.

4. Term of office

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The two (2) candidates ranking first and second in number of votes received shall have a three (3) year term of office; the two (2) receiving the next highest number of votes shall have a two (2) year term of office; the three (3) receiving the next highest number of votes shall serve one (1) year. All elections thereafter shall be for three (3) years. Membership shall be limited to two (2) successive terms of office.

5. Responsibilities of the Committee Chairman

a. Upon election, the Chairman of the Grievance Committee shall be a non-voting member of the Board of Directors of the Yolo County Employees' Association.

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b. The Chairman shall be elected to office by members of the Grievance Committee within ten (10) days after the annual election. The President of the Association shall conduct the meeting to elect the Chairman of the Grievance Committee.

c. The Chairman shall be empowered to call meetings as necessary. A decision may be made or action taken only upon presence of a majority of Committee members.

d. In meeting the requirement of giving all necessary assistance to an employee filing a grievance, the chairman may delegate a committee member to personally represent the complainant or appoint additional members for such purpose when justified. If the grievance directly involves any one of the Committee members when it is possible that a decision might be prejudicial, the Chairman shall disqualify such member or members from any and all consideration to be given to the processing of the grievance.

e. The Chairman shall be empowered to appoint a subcommittee of the Grievance Committee to assist an employee in making an initial appearance when filing a formal grievance or to help in making investigations of the complaint. The size of the committee shall be determined by the circumstances and the purpose of which it is to be formed. Appointment of a subcommittee may be done in instances where communication is difficult in large departments, when extensive investigation is necessary, and when an employee is isolated by distance or confinement to his work.

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f. The chairman shall instruct the subcommittee representing an employee filing an initial complaint to process all paperwork and requests through the committee member delgated to the case. He shall encourage the complainant to name those involved in his

department that he wishes to assist him and they may appear at each hearing as the employee may request.

g. The chairman shall be required to call a Grievance Committee meeting for each level of appeal requested by an employee to determine the continuing validity of the appeal. In the event the employee does not wish to continue to the next higher level of appeal, the Grievance Committee may rule that sufficient cause exists for the committee to continue appeal of the grievance. The employee shall be notified of any such decision and the employee will not be identified with the grievance unless he so requests.

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III. APPEAL PROCEDURE

An employee who has a complaint and desires to make a formal appeal shall follow the procedure specified in this section:

a. An employee who has a complaint is encouraged to discuss it with his Department Head. If the employee is not satisfied after such discussion he may advise his Department Head that he intends to submit his problem to the Yolo County Employees' Grievance Committee, or he may make his appeal directly to the Grievance Committee without prior notification to his Department Head. This step shall be accomplished by providing necessary information on the Employee Grievance Form.

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b. The Grievance Committee shall make an investigation of the complaint and within seven (7) working days submit a ruling as to whether a valid grievance exists. In the event the committee finds that a grievance exists, the employee will be notified that he may make a formal appeal. The statement of the employee on the grievance shall be given to the member of the Grievance Committee who is delegated by the chairman to represent the complainant. The following procedure will apply:

1. The Association grievance form shall be used. The committee delegated shall have the Yolo County Employees' Association secretary make out an original and three copies based upon information contained within the initial complaint of the employee.

2. The original and one (1) copy should be sent to the department head who shall be designated as the "first level of review." The third copy shall be sent to the County Executive and the fourth copy shall be retained in the Grievance Committee file. The department head shall have seven (7) working days in which to hold hearings and answer the employee's grievance in writing. Such determinations shall be forwarded to the chairman of the committee and to the employee. This time limit may be extended by mutual agreement of the department head and the committee. The employee submitting the grievance may be present personally and participate in any proceedings relating to his grievance.
3. In the event the decision of the department head does not concur with the request of the employee, and the Grievance Committee and employee determine to carry the case to the next level of review, the Committee chairman shall arrange for an appeal hearing with the County Executive who is designated as the "second level of review." Such hearing shall be held within ten (10) working days of the date of the request and the decision or recommendation of the County Executive shall be transmitted to the Chairman of the Grievance Committee, the employee, and the department head not more than seven (7) working days after the hearing unless continued by mutual agreement.
4. If the determination at the second level of review does not satisfy the Grievance Committee and the employee, the Chairman of the Grievance Committee or his delegated representative may file a complaint with the County Personnel Board in accordance with Ordinance No. 513. The Personnel Board shall be the "third level of review." The Personnel Board shall hold a hearing within ten (10) working days from the date the appeal is filed with the Board and shall render a written decision within seven (7) working days from date of the appeal hearing unless continued by mutual agreement. The procedure of the Personnel Board shall govern the conduct of the hearing.

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5. In the event the Grievance Committee and the employee do not concur in the decision of the Personnel Board, direct appeal may be made to the Board of Supervisors. The employee submitting the grievance may have up to thirty (30) calendar days to make an appeal. The Board of Supervisors shall render a decision within forty-five (45) calendar days after the appeal is made.

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FORM 2— APPROVED BY THE ATTORNEY GENERAL (REV. 9-64)
CONTRACTOR
STATE AGENCY
DEPT. OF GENERAL SERVICES
CONTROLLER

STATE OF CALIFORNIA
STANDARD AGREEMENT

YOLO COUNTY
AGREEMENT NO. 68-47

NUMBER 280-Amended

THIS AGREEMENT, Made and entered into this 13th day of May, 1968, at Sacramento, County of Sacramento, State of California, by and between State of California, through its duly elected or appointed, qualified and acting Chief, Fiscal and Management Services, Div. of Administration (Title of officer acting for State) Department of Public Health (Department or other agency) hereinafter called the State, and

County of Yolo

hereinafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

1. In that certain agreement between this Department and County of Yolo, dated July 1, 1967, and as approved by the State Department of General Services on September 29, 1967,

   a. Paragraph 4 is amended to read as follows:
   "4. State shall reimburse the Contractor not more frequently than monthly, for actual expenditures in accordance with the budget herein contained, upon receipt of invoices in triplicate. The total liability of the State under this contract shall not exceed $ 36,287."

   b. The Budget is amended to read as shown on the attached sheet.

2. All other terms of said contract shall remain in full force and effect.

FILED
SEP 17 1968
LAURENCE P. HENIGAN, Clerk
By [illegible], Deputy Clerk

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, This agreement has been executed, in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

STATE OF CALIFORNIA

Department of Public Health
(Name of State agency)

By [signature]

Chief, Fiscal and Management Services
Division of Administration
(Title)

Contractor County of Yolo
(If other than an individual, state whether a corporation, partnership, etc.)

By [signature]

CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA
(Title)

Courthouse
Woodland, California
(Address)

(Continued on ____ sheets, each bearing name of Contractor)

DO NOT WRITE IN THIS SPACE

Department of General Services
APPROVED
AUG 29 1968
By ANDREW R. LOLLI, Director
Asst. Chief Counsel

To Be Charged Against

Appropriation	Supplem 128, Ch1500/67	F.Y. 67/68
Function or Fund	General	
Line Item Allotment	027-40.1 ID 068	☒ O.E. ☐ Eq.
Program/Job/Item/Sub-Item	[illegible]	

Amount of this Estimate	INCREASE	7,007 00
Unencumbered remainder after posting this estimate to Allotment Expenditure Ledger		
Adjustment increasing encumbrances		
Adjustment decreasing encumbrances		

I Hereby Certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. (After T.B.A. No. ____ or B.R. No. ____)

Signature of Accounting Officer

Micro Fished

Micro Fished

Review by Department of Finance not required per Letter dated December 27, 1966

1. The State hereby agrees to pay for the services and materials at the times, in the manner and for the consideration, herein expressed.

2. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract. The Contractor shall provide necessary workman's compensation insurance at Contractor's own cost and expense.

3. The parties hereto agree that the Contractor, and any agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

Micro Fiched

4. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

5. This agreement is not assignable by Contractor either in whole or in part.

6. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

7. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

8. Contractor shall not be allowed or paid travel or per diem expenses unless set forth in this agreement.

Approved as to Form
Date MAY 20 1975
[signature]
County Counsel of Yolo County

Micro Fiched

Micro Fiched

BUDGET

Salaries and Wages	$ 33,037.
Supplies	1,250.
Travel	2,000.
Total Budget	$ 36,287.

Vice CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

Micro Fiched

AGREEMENT NO. 68-48

SCHOOL CROSSING GUARD AGREEMENT

JUL 17 1968

LAURENCE P. MENIGAN, Clerk

By [illegible] Deputy

This AGREEMENT, made and entered into on April 10, 1968, by and between the DEPARTMENT OF CALIFORNIA HIGHWAY PATROL, State of California, hereinafter called "State" and the COUNTY OF YOLO, hereinafter called "County."

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WITNESSETH:

WHEREAS, the Board of Supervisors of the County of Yolo, is desirous of providing adequate protection for school pupils who are required to cross heavily traveled streets, highways and roadways in said County; and

WHEREAS, such protection could be afforded such school pupils by placing crossing guards at various locations in said County; and

WHEREAS, the State is willing and desirous of providing such crossing guards;

NOW, THEREFORE, the parties do hereby agree as follows:

1. The State shall provide the services of crossing guards and relief guards as necessary at each of the locations shown on School Crossing Guard Location List attached hereto and by this reference made a part hereof, during the hours when pupils are walking to and from nearby schools on school days during the school year ending not later than June 30, 1969. Salaries and wages shall be at rates usual for such services, as the State may determine.

Micro Fiched

2. As consideration for the satisfactory performance of the foregoing services, County agrees to reimburse State for salaries and wages, for the State's share of retirement contributions for such guards, applicable administration costs of the State Employees Retirement System, health and welfare benefits, OASDI contributions, and in addition shall pay an amount equal to sixteen and one-half (16½) per cent of such reimbursable salaries and wages for general administrative expenses.

3. Not later than 30 days after the close of each month State shall bill County for all sums due for that month, and County shall promptly pay the same.

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4. From time to time during the term hereof, County may by resolution of its Board of Supervisors and delivery of certified copy thereof to State, delete from said Location List one or more of said locations, whereupon State shall promptly remove such guard and the obligation of County to pay therefor shall cease thereafter; and in the same manner, County may add one or more locations to said list, whereupon the services there provided shall thereafter be subject to this agreement.

5. The term of this agreement shall be from July 1, 1968, to June 30, 1969, but this agreement shall be subject to termination by either party upon giving the other party thirty (30) days' written notice prior to date of termination.

6. Notices and communications hereunder shall be given by each party to the other at their respective addresses as follows:

Dept. of California Highway Patrol Administrative Services Division Post Office Box 898 Sacramento, California 95804	County of Yolo BOARD OF SUPERVISORS COURTHOUSE WOODLAND, CALIFORNIA 95695

7. County shall indemnify and save harmless State, its officers and employees, from all liability for damages caused by a negligent or wrongful act or omission occurring in the performance of their agreement.

Micro Filmed

8. The attached Form 3, Fair Employment Practices Addendum, is incorporated in and made a part of this contract by reference.

DEPT. OF CALIFORNIA HIGHWAY PATROL

BY _____
(Authorized Signature)

TITLE _____

COUNTY OF YOLO

BY _____

CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST

LAURENCE P. HENIGAN, CLERK

BY _____
Deputy

Approved as to form
Dated MAY 20 1968
CHARLES R. MACK
County Counsel of Yolo County

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

Micro Fiched

2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practice Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

   (a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

   (b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

Micro Fiched

42638-750 50M 3-65 OSP

1. State shall provide the services of five (5) crossing guards at the following locations:

Micro Fiched

1. West Acres Elementary School - West Capitol Avenue (formerly Highway 40) and West Acres Road.

2. Westmore Oaks Elementary School - 16th and Park Boulevard (State Route 99).

3. Arlington Oaks School - Jefferson Boulevard and Devon Avenue - West Sacramento.

4. Grafton Elementary School - State Highway 113 at 6th Street in the Town of Knights Landing.

5. Dunnigan School - Town of Dunnigan.

Micro Fiched

YOLO COUNTY
AGREEMENT NO. 68-40

CHDC CALIFORNIA HEALTH DATA CORPORATION
Room 401 • 655 Sutter Street • San Francisco 94102 • (415) 673-1710

Micro Fiched

AGREEMENT FOR PARTICIPATION IN MEDI-RECORD

*COUNTY OF YOLO, a political subdivision, which operates

This agreement is made between the California Health Data Corporation, a California corporation located in San Francisco, California, herein called "CHDC," and Yolo General Hospital, a Hospital of the city of Woodland, California, herein called the Hospital.

1. CHDC and the Hospital agree to the participation of the Hospital in Medi-Record, with the first day of July 1, 1968 as the effective date of participation.

2. The Hospital agrees to furnish to CHDC, on forms supplied by CHDC, completed case abstracts of the clinical records of all patients, including stillbirths, discharged on and after the effective date of participation. The case abstracts will be submitted monthly in batches sequenced by patient identification number. Preparation of the case abstracts will be in accordance with the User's Manual supplied to the Hospital by CHDC.

3. The Hospital authorizes incorporation of the data furnished by the Hospital in a CHDC health data bank, a file to be used by CHDC and others for statistical research concerning the care given to patients in hospitals, the medical activities in hospitals, and related matters, subject to the confidentiality provisions of this agreement.

4. The Hospital agrees to provide to authorized representatives of CHDC access to the original medical records of the Hospital in order that CHDC may (a) verify data submitted by the Hospital, (b) furnish consultation to and training of the medical record department personnel, and (c) supervise medical record procedures and practice as outlined in paragraph 11.

5. The Hospital may elect not to furnish any identification of doctors or patients to CHDC except by code numbers, the meanings of which are known only to the Hospital. If the Hospital does furnish names of doctors and patients these names will be used only on reports returned to the hospital; the Hospital agrees to furnish CHDC with a list of physicians by name and number with the first month's abstracts, said list to be updated monthly by Hospital.

6. The Hospital agrees to hold CHDC harmless from any action for damages resulting from any disclosure by the Hospital or any of its personnel or medical staff or governing board of the information contained in the reports rendered to the Hospital.

FILED
MAY 27 1968
LAURENCE P HENIGAN, Clerk
by [illegible] Deputy

Micro Fiched

7. The Hospital agrees to pay CHDC 35¢ per case abstract submitted, or a minimum of $75.00 per month. Hospital also agrees to purchase the following optional reports for the fees shown:

[ ] Monthly disease and operation lists, for an additional 5¢ per discharge.

[ ] Semiannual physician and surgeon indexes, for an additional 5¢ per discharge.

[xx] No optional reports.

Micro Fiched

In addition there shall be a one-time setup charge equal to the first month's billing in order to provide training of the Hospital's medical records staff, initial counseling by an RRL representing CHDC, review of the initial month's documents and reports, and one rerun of the first monthly reports if requested. The Hospital agrees to pay the cost of postage for sending case abstracts to CHDC and for sending computer reports from CHDC to the Hospital. Further, if the number of case abstracts requiring correction exceeds 5% of the Hospital's monthly discharges, there will be an additional charge of 10¢ per correction.

Payment for all of the patient discharges during any one month shall be made to CHDC within ten (10) days following the receipt of the statement from CHDC.

8. The Hospital accepts responsibility for correctness of data submitted to CHDC. If the Hospital requests report reruns necessitated by incorrect data, the Hospital agrees to pay the costs of these reruns, with the exception that the reports covering the first month of participation may be rerun on request without additional charge, as provided in paragraph 7.

9. CHDC agrees to furnish to the Hospital regular medical service analyses and medical record indexes for the Hospital based on case abstracts of clinical records of patients discharged from the Hospital, such analyses and indexes to conform to the requirements of the Joint Commission on Accreditation of Hospitals. The preparation of these reports will be according to the following schedule: Monthly reports will be prepared within seven (7) days from the receipt by CHDC of all case abstracts for the month; semiannual reports will be prepared within fourteen (14) days from the receipt by CHDC of all case abstracts, additions and corrections for the six-month period.

10. CHDC agrees to place the data submitted by the Hospital in CHDC's data bank and at the discretion of CHDC to incorporate such data in studies and analyses.

Micro Fiched

11. CHDC agrees to furnish to the Hospital, to the extent deemed necessary by CHDC, (a) consultation on medical record department procedures and practices, (b) training of the Hospital personnel in preparation and submission of the Case Abstracts, and (c) scrutiny of data received, in an effort to insure that the data are of reliable quality.

12. CHDC accepts responsibility for correctness of data processing. Reports that are incorrect because of data processing errors will be rerun by CHDC at no additional cost to the Hospital, providing the Hospital informs CHDC in writing about such erroneous reports within seven (7) days from receipt of the reports by the Hospital. Otherwise, it will be conclusively presumed that service has been executed satisfactorily and all reports are correct.

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13. CHDC agrees that, unless so directed by the Hospital, it will not divulge the name of the Hospital, nor in any other way reveal the Hospital's identity in any reports or publications or other manner. In any report to the Hospital concerning its own medical staff or its own practices, however, identification of doctors and patients by the code numbers or names furnished by the Hospital may be made.

14. CHDC agrees to hold the Hospital harmless from any action for damages resulting from any release by CHDC of the information furnished to CHDC by the Hospital other than releases of information to the Hospital concerning its own medical practices.

15. This agreement shall remain in force for a period of one year from the effective date as stated in paragraph 1 and shall be renewed annually thereafter for successive periods of one year without further action by either party, unless either party shall, at least sixty days prior to any renewal date, notify the other party in writing of its intention not to renew this agreement; provided, however, that the rate charged by CHDC for participation may be changed by separate agreement in writing by the parties, executed at any time during the existence of this agreement. Such changes in rates shall be effective in accordance with the terms of any such separate agreement, and shall not affect the validity of any of the other provisions of this agreement.

16. It is the intent of the parties hereto that the studies and analyses shall be used for the purpose of improving the practice of medicine and the administration of hospitals, and to that end this agreement shall be liberally construed.

COUNTY OF YOLO, a political subdivision

By W W Comer

Title: Chairman, Board of Supervisors

Signed on (date) MAY 2 1968

Approved as to Form
Dated MAY 27 1968
CHARLES R. MACK
County Counsel of Yolo County

CALIFORNIA HEALTH DATA CORPORATION

By Eric Leighton

Title: Executive Director

Signed on (date) 22 May 1968

Micro Fiched

FILED
JUN- 7 1968
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

AGREEMENT NO. 68-50

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

Micro Fiched

THIS AGREEMENT, made and entered into this 27th day of May, 19 68, by and between

A. Teichert & Son, Inc.

hereinafter termed "Contractor," and the County of Yolo, hereinafter termed "County";

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the Contractor's accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said County, and under the conditions expressed in the two bonds, bearing even date with this contract, and hereunto attached, the said Contractor agrees with said County at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications and plans to be furnished by said County necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the Department of Public Works, of the County of Yolo,

Resurface Courthouse Parking Lot
Second and Court Streets
In the City of Woodland
County of Yolo W.O. #1493

(Description and Location of Project)

Micro Fiched

in accordance with the special provisions, and specifications of the County of Yolo, which said special provisions and specifications are hereby specifically referred to and by such reference made a part hereof.

The work to be done is shown upon a set of plans entitled County of Yolo, Department of Public Works,

Paving of Courthouse Parking Lot

(Plan Index No. 618.26) (WO # 1493)

Approved April 28, 1968 (date), by the Director of Public Works, which said set of plans is hereby made a part of this contract.

ARTICLE II - And the said Contractor agrees to receive and accept the prices as set forth in the accepted proposal as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them.

ARTICLE III - The said County hereby fixes the time for commencement of said work to be within fifteen (15) days next after the date of this Contract and for its completion to be within fifteen (15) working days next after the actual date of commencement; and further promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE IV - It is mutually agreed by and between the County and the Contractor that the time of service of any laborer, workman or mechanic employed upon any part of the foregoing work shall be limited and restricted to eight (8) hours during any one calendar day, and neither said party nor any

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subcontractor or other person employed upon said work shall require, suffer, or permit any such laborer, workman or mechanic to labor thereon more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger of life or property.

ARTICLE V - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Special Provisions which are hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

ARTICLE VI - It is further stipulated and agreed by and between the County and the Contractor hereto that no alien shall be employed upon any part of the foregoing work, except in cases of extraordinary emergency caused by fire, flood or danger to life or property, or except to work upon public, military or naval defenses or work in time of war. For any breach of any of the stipulations contained in the above paragraphs relative to hours of labor, rates of wages and employment of aliens, the Contractor shall forfeit to the said Board of Supervisors of the County of Yolo, to be retained by said County out of monies payable to said party under the terms of this Contract, a penalty in the sum of Ten (10) Dollars per day for each laborer, workman or mechanic employed in the execution of said Contract, by said Contractor, or any subcontractor under it for each calendar day during which any such laborer, workman or mechanic is required and/or permitted to labor more than eight (8) hours in violation of and/or is paid a rate of wages in violation of the provisions of said paragraphs and the stipulations of this Contract.

ARTICLE VII - It is further stipulated and agreed that the materials and supplies used in the work herein described shall be only such as are substantially produced in the United States of America, as required by Chapter 4 of Division 5 of Title 1 of the Government Code of the State of California.

IN WITNESS WHEREOF, the Parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED:

(County Counsel

COUNTY OF YOLO

By W W Cormack
Chairman of the Board of Supervisors

ATTEST:
Laurence P. Henigan, Clerk

By Ethel E. Jones, Deputy

By Edward A. Teichert
A. TEICHERT & SON, INC.
Contractor

To:

Auditor
County Counsel
G. Howell
W. Stanley Young, Vice President,
El Macero Improvement Association

Micro Filmed

BOARD OF SUPERVISORS
Yolo County, California

Date: June 3, 1968
Entry No. 18

File:
SUBDIVISIONS-El Macero Sewer District.

SEE:
AGREEMENT BOOK NO. 4

MINUTE ORDER NO. 68-621: APPROVED AGREEMENT NO. 68-51, WITH G. HOWELL, FOR SEWER SERVICE FROM EL MACERO SEWER MAINTENANCE DISTRICT AND AUTHORIZED THE CHAIRMAN OF THE BOARD OF SUPERVISORS TO SIGN SAID AGREEMENT; AND DISCONTINUED PUBLIC HEARING TO ANNEX TERRITORY TO THE EL MACERO SEWER MAINTENANCE DISTRICT. SAID MATTER WAS CONSIDERED AT A PUBLIC HEARING HELD ON JUNE 3, 1968, AT 10:30 A.M. COMMENTS WERE CONSIDERED.

Upon motion of Supervisor Duncan, seconded by Supervisor Edmonds, and duly carried, the above Minute Order and Agreement were approved by the following vote:

Ayes: Duncan, Edmonds, Espigares, Stephens, Conner.

Noes: None.

Absent: None.

Rescinded
See MO 68-1045
Agreement No. 68-163

Micro Filmed

We have not received the agreement yet. Chairman has not signed it before Clerk.
Sept 30, 1968

document and shall relieve the County of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.

Micro Fiched

II. The County shall:

A. Pay the undersigned grantor the sum of $1,178.25 for the property as conveyed by Grant Deed No. 68-15 (herein described) within sixty (60) days after date title to said property vests in, or is in escrow for the County of Yolo, free and clear of all liens, encumbrances, assessments, easements, and leases recorded and/or unrecorded.

This transaction will be handled through an escrow number 58454 with Western Title Guaranty Company of Woodland.

B. Pay prorata share of general and special County taxes for the fiscal year 1967-68 for the part taken if unpaid.

C. Pay all escrow and recording fees incurred in this transaction including documentary tax stamps, if required, and if title insurance is desired by the County, the premium charged therefore.

D. During construction of this project (known as County Road 102 Work Order No. 4077) and prior to completion, the County will install standard "Type WM, Metal Posts" property fence along the Westerly line of the hereinabove described property, but located on Grantor's property with gates at the following locations:

Micro Fiched

Engineers Station	Gate Width
1365+00 Left	~~16'~~ 24'
~~1341+00 Left~~	~~16'~~

(20)

Agreement No. 68-52

Woodland, California

May 29, 1968

John M. Street and Robert J. Hinds,

as tenants in common
Grantors

FILED
JUN - 7 1968
LAURENCE P. HENIGAN, Clerk
By Lucia E. Lucas
Deputy

Micro Fiched

RIGHT OF WAY CONTRACT-COUNTY HIGHWAY

Document No. 68-15 in the form of a Grant Deed, covering the following described property:

A strip of land being a portion of the Northeast Quarter of Section 3, T. 9 N., R. 2 E., M.D.B.&M., Yolo County, California, more fully described as follows:

COMMENCING at the Northeast corner of said Section 3, thence along the East line of said section South 01°06'58" West 55.00 feet; thence North 89°47'38" West 30.00 feet to the West line of County Road 102, THE TRUE POINT OF BEGINNING; THENCE continuing along the same bearing North 89°47'38" West 69.26 feet; thence South 01°47'31" East 805.66 feet; thence South 00°20'33" West 1783.55 feet to the North line of the Pacific Gas and Electric Co. parcel as described in Book 347 of Official Records at page 122; thence along said North line South 88°44'30" East 4.29 feet to the West line of said County Road 102; thence along said West line North 01°06'58" East 2589.13 feet to the true point of beginning.

Containing 1.571 acres, more or less.

has been executed and delivered to Howard Van Reyper, Jr., Director of Public Works of the County of Yolo.

Micro Fiched

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

I. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said

To:

Auditor
County Counsel
Public Works

Micro Fiched

BOARD OF SUPERVISORS
Yolo County, California

Date: September 23, 1968
Entry No. 29

File:
SUBDIVISIONS-EL MACERO SEWER MAINTENANCE DISTRICT.

SEE:
AGREEMENT BOOK NO. 4

MINUTE ORDER NO. 68-1045: AMENDED MINUTE ORDER NO. 68-621 TO RESCIND AGREEMENT NO. 68-51 AS IT IS THE SAME AS AGREEMENT NO. 68-63 APPROVED ON JULY 22, 1968.

Upon motion of Supervisor Espigares, seconded by Supervisor Duncan, and duly carried, the above Minute Order was so ordered by the following vote:

Ayes: Duncan, Edmonds, Espigares, Stephens, Conner.

Noes: None.

Absent: None.

Micro Fiched

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

John M Street
Fuyu Street
Robert J. Heide
Heide

Grantor

Micro Fiched

Recommended for Approval,

By _____

COUNTY OF YOLO

W W Comer

Chairman, Board of Supervisors
County of Yolo, State of California

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

Approved as to Form
JUN - 6 1968
Deputy
County Counsel of Yolo County

State of Hawaii
City & County of Honolulu

Personally appeared before me the above-named John M. Street & Fuyu Street known or proved to me to be the same person who executed the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed.

WITNESS my signature, official designation, and seal.

Laura Lee Lucas
(Signature of attesting officer)

[IMPRESS SEAL HERE]

Micro Fiched

(Official designation)

Dated at Honolulu, Hawaii, this 21st day of May, 1968

My commission expires October 30, 1968

Micro Fich

State of California
County of } SS

On This 26 day of May, 1965 in the year One Thousand Nine Hundred and 65 before me Myron J. Neves a Notary Public in and for the County of Contra Costa State of California, residing therein, duly commissioned and sworn, appeared Robert J. Ewaldt & Co. Hinds known to me to be the same person whose name is subscribed to the within instrument, as a witness thereto, who, being by me duly sworn, deposes and says that They resides in Orinda, that He was present and saw ~~him~~ personally known to ~~me~~ to be the same ~~person described in and who executed the said within instrument, as~~ part ~~thereto, sign, seal and deliver the same; and that the said~~ duly acknowledged in the presence of said affiant that ~~he~~ executed the same, and that ~~he~~ the said affiant thereupon at request ~~subscribed~~ name as a witness thereto.

MYRON J. NEVES
My Commission Expires September 10, 1968

In Witness Whereof, I have hereunto set my hand and affixed my Official Seal, the day and year in this certificate first above written.

MYRON J. NEVES
NOTARY PUBLIC CALIFORNIA
PRINCIPAL OFFICE IN
CONTRA COSTA COUNTY

Myron J. Neves
Notary Public in and for said County of Contra Costa State of California

WITNESS ACKNOWLEDGMENT
My Commission Expires

Form NF26X-2 PICA, Oakland, Calif.

FILED
JUN 17 1968
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS, Deputy

AGREEMENT NO. 68-53

THIS AGREEMENT made and entered into, effective this 15th day of April, 1968, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and SUTTER COMMUNITY HOSPITALS, a non-profit corporation, hereinafter called HOSPITAL,

Micro Fiched

W I T N E S S E T H:

WHEREAS, COUNTY is desirous of providing additional outpatient psychiatric services for certain residents of Yolo County who require such services but are unable to obtain private psychiatric care; and

WHEREAS, HOSPITAL represents that it has outpatient psychiatric care facilities available which comply with all requirements specified by the State Department of Mental Hygiene and which are in accordance with the applicable sections of Title 9 of the California Administrative Code, hereafter called "the Code"; and

WHEREAS, § 522 of Title 9 of the Code provides for such an agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED by and between the parties as follows:

Micro Fiched

1. SERVICES. HOSPITAL shall provide an outpatient psychiatric clinic during the term of this agreement and within the limitation hereinafter set forth under the following terms and conditions:

a. Nature of Services. HOSPITAL shall provide an outpatient psychiatric clinic, as described in § 541 of Title 9 of the Code, for children through the age of eighteen years, or, for children over such age but still

MAY 29 1968

attending high school.

b. Standards of Service. The outpatient psychiatric services provided under this agreement shall satisfy the standards set forth in § 660 of the Code and any amendments thereto promulgated while this agreement is in force.

Micro Fiched

c. Supervision. The Director of the Yolo County Mental Health Services shall maintain general supervision over all outpatient psychiatric services provided pursuant to this agreement, and shall supervise and specify the kind, quality and amount of services and criteria for determining the persons to be served.

d. Persons Served. The persons served shall be those persons designated by the Director of Yolo County Mental Health Services. No patient shall be entitled to receive services pursuant to this agreement except with the prior written authorization of COUNTY.

2. COMPENSATION. Compensation shall be paid for outpatient psychiatric services rendered pursuant to this agreement as follows:

Micro Fiched

a. Rate of Compensation. Compensation payable to Sutter for outpatient psychiatric services rendered pursuant to this agreement shall be a maximum of $28.00 per hour for patient visits for evaluation and for individual treatment, $16.00 per patient visit for group treatment, and $30.00 per hour for mental health consultation. The amount of reimbursement for each "patient visit" shall be subject to prospective adjustment at any time and from time to time during the term hereof by mutual, written agreement of the parties.

Such written agreement shall specify the commencement

date of such modified charge. A "patient visit" may consist of a personal interview between a member of the professional staff of HOSPITAL and a person so related to the patient as to require evaluation and treatment as a necessary adjunct to the treatment of the patient. A "patient visit" may also consist of a conjoint family appointment. Investigative interviews with teachers or other similar persons who can supply background information, but who are not emotionally related to the patient, shall not constitute a "patient visit". The determination of the Director of County Mental Health Services shall be determinative as to whether a particular interview constitutes a "patient visit" for purposes of this agreement.

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b. Patient's Share. The parties acknowledge that it is intended that patient shall pay for all services rendered by HOSPITAL hereunder in accordance with their ability to pay. The patient shall pay for services rendered except that patient shall not, for services rendered in any one month, pay more than five per cent (5%) of the patient's family income tax liability during the previous year.

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HOSPITAL shall be responsible for determining the extent to which patient shall pay for his own treatment, but COUNTY agrees to provide income tax information so that the required determination may be made. Any decision of HOSPITAL made in good faith shall be conclusive. HOSPITAL shall demand payment by the patient, or his family, of the fees payable to HOSPITAL by any patient, as set forth in paragraph 2.b. at the time of the patient's visit.

c. COUNTY Share. It is the intention of this agreement for COUNTY to reimburse HOSPITAL for providing the facilities and services encompassed by this agreement. This reimbursement shall be at the rate contemplated by paragraph 2.a., less amounts collected by HOSPITAL from patients. Any amount due HOSPITAL from a patient for which demand has been made and which has not been paid within thirty (30) days since demand was first made shall, for purposes of this agreement be deemed unrecoverable. COUNTY shall then pay such amounts to HOSPITAL. Any right of HOSPITAL to recover such amounts from patients shall, upon payment to HOSPITAL by COUNTY, be assigned to COUNTY.

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3. LIMITATION. It is the intention of this agreement for reimbursement by COUNTY pursuant hereto to be limited to Three Thousand Dollars ($3,000.00) per fiscal year. Therefore COUNTY reserves the right to notify HOSPITAL in writing to cease performing services under this agreement. COUNTY shall not be liable for reimbursement for any services performed under this agreement to the extent that such liability would cause the total liability of COUNTY, pursuant to this agreement, to be more than $3,000.00 for the fiscal year, after five (5) days of receipt by HOSPITAL of such notification. Unless and until such notice is received by HOSPITAL, COUNTY shall be liable for reimbursement irrespective of the fact that such liability exceeds $3,000.00 for the fiscal year.

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4. RECORDS. HOSPITAL shall maintain the following records:

a. HOSPITAL shall maintain accurate books and accounting records as required by the Director of the Yolo County Mental Health Services. Such records

shall be open to inspection by the State Department of Mental Hygiene and COUNTY, acting through their auditors, at all reasonable times.

b. HOSPITAL shall maintain statistical records and provide statistical reports as required by the California State Department of Mental Hygiene on forms furnished by that department.

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5. TERM. This agreement shall commence as of April 15th, 1968, and shall continue indefinitely; provided, however, that either party may terminate this agreement by giving the other thirty (30) days' written notice of such termination.

6. NOTICE. Any notice provided for or permitted by this agreement shall be given by depositing the same in the United States mail, postage prepaid, and addressed as follows:

Notice to COUNTY:

Yolo County Mental Health Services
P. O. Box 1217
Woodland, California 95695

Notice to HOSPITAL:

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Sutter Community Hospital
2820 L Street
Sacramento, California 95819

WHEREFORE, this agreement was made and executed on the date first above written by the County of Yolo and Sutter Community Hospitals of Sacramento by their respective officers thereunto duly authorized.

SUTTER COMMUNITY HOSPITALS,
a corporation

BY William G. Sebastian
Executive Director

SUTTER COMMUNITY HOSPITALS INCORPORATED JANUARY 24 1951 SACRAMENTO CALIF.

COUNTY OF YOLO, a political subdivision of the State of California

BY W W Conner
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____ DEPUTY

(SEAL)

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YOLO COUNTY

...ers and Managers Association of San Francisco AGREEMENT No. 68-54

Parties

1. THIS LEASE, made this 31st day of May, 19 68,
between G. W. WILLIAMS CO., a California corporation, Lessor,
and COUNTY OF YOLO, Lessee;

Premises

2. WITNESSETH: That Lessor does hereby lease to Lessee, and Lessee does hereby lease from Lessor, those certain premises situate in the City and County of San Francisco, State of California, and described as follows:
Broderick, County of Yolo, State of California, and described as follows:

That portion of Elkhorn Village Shopping Center known as No. 906 Sacramento Avenue, consisting of approximately 900 square feet of space in a building located adjacent to the westerly wall of the space presently occupied by the U. S. Post Office, Broderick station, as set forth in Exhibit "A" attached hereto, which Exhibit "A" is incorporated by reference as if set forth at length herein, hereinafter called "Premises"

and in addition LESSEE has the right to the non-exclusive use of all common areas including corridors, entrance halls, restrooms, sidewalks, driveways, and parking areas constituting a portion of the Elkhorn Village Shopping Center.

Micro Fiched

hereinafter called "premises."

The word "premises" as used throughout this lease is hereby expressly defined, subject to the provisions of paragraph 17 hereof, to include sidewalks and driveways in front of or adjacent to the premises described above, including driveway and sidewalk installations, and also the area, if any, directly underneath such sidewalks and driveways. The word "installations" includes, without limiting the generality of the word, elevators, elevator doors, stairways and sidewalk lights.

Use

3. The premises are to be used as District Attorney's Office

and for no other business or purpose, without the written consent of Lessor.

Covenants

4. It is mutually agreed that the letting hereunder is upon and subject to the following terms, covenants and conditions and Lessee covenants, as a material part of the consideration for this lease, to keep and perform each and all of said terms, covenants and conditions by him to be kept or performed, and that this lease is made upon the condition of such performance.

Term

5. The term of this lease shall be for four (4) years
and shall commence on the 15th day of June, 19 68, and end on the
14th day of June, 19 72, inclusive.

Rent

6. Rent shall be paid in lawful money of the United States of America at the office of Lessor at the following address:
500 Harbor Boulevard, Belmont, California 94002
or at such other place as Lessor may designate in writing, in advance, on the First day of each month during the term of this lease, free from all claims, demands or set-offs against Lessor of any kind or character whatsoever, as follows: One Hundred Seventy One Dollars ($171.00) per month for each and every month of the term hereof.

Rent for the first and the final month of the lease shall be pro-rated.

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FILED
JUN 13 1968
LAURENCE P. HINCIAN, Clerk
By ... Deputy

Lessor acknowledges receipt from Lessee of the sum of ---------- Dollars ($ ----------) as an additional inducement and consideration for the execution by Lessor of this lease, which sum shall be and remain the property of Lessor, and Lessee agrees that such sum is paid solely as such consideration and for the purpose of obtaining this lease, and is an absolute payment to Lessor for that purpose. Lessor agrees that if Lessee shall faithfully perform all of the terms, covenants and conditions of this lease on his part to be performed during the term of this lease and until the ---------- day of ----------, 19 --, then and solely in consideration of such performance, there shall be deducted from the rental required to be paid to Lessor for the period from the date last above mentioned until the date of the termination of this lease, the sum of ---------- Dollars ($ ----------) for each month during such period, anything herein contained to the contrary notwithstanding.

Notice of Surrender

7. Lessee shall, at least thirty (30) days before the last day of the term hereof, give to Lessor a written notice of intention to surrender the premises on that date, but nothing contained herein shall be construed as an extension of the term hereof or as consent of Lessor to any holding over by Lessee.

Holding Over

8. If Lessee holds possession of the premises after the term of this lease, Lessee shall, at the option of Lessor, to be exercised by Lessor's giving written notice to Lessee and not otherwise, become a tenant from month to month upon the terms and conditions herein specified, so far as applicable, at a monthly rental of One Hundred Seventy One Dollars ($171.00), payable in advance, in lawful money, and shall continue to be such tenant until thirty days after Lessee shall have given to Lessor or Lessor shall have given to Lessee a written notice of intention to terminate such monthly tenancy. Unless Lessor shall exercise the option hereby given him, Lessee shall be a tenant at sufferance only, whether or not Lessor shall accept any rent from Lessee while Lessee is so holding over.

Delivery of Possession

9. In the event of the inability of Lessor to deliver possession of the premises at the time of the commencement of the term of this lease, neither Lessor nor his agents shall be liable for any damage caused thereby, nor shall this lease thereby become void or voidable, nor shall the term herein specified be in any way extended, but in such event Lessee shall not be liable for any rent until such time as Lessor can deliver possession.

Uses Prohibited

10. The premises shall not be used except for the purposes specified in paragraph 3 hereof. Lessee shall, at all times during the term hereof, actively use the premises for those purposes, and shall not at any time leave the premises vacant without the written consent of Lessor. Lessee shall not do or permit anything to be done in or about the premises, or bring or keep anything therein, which will in any way increase the rate of fire insurance upon the building wherein the premises are situated or any of its contents, or which will in any way conflict with any law, ordinance, rule or regulation which may now or hereafter be enacted or promulgated by any public authority, or create a nuisance, or in any way obstruct or interfere with the rights of other tenants of the building, or injure or annoy them, or allow any sale by auction upon the premises, or commit or suffer to be committed any waste upon the premises, or use, or allow the premises to be used, for any improper, immoral, unlawful or objectionable purpose, or place any loads upon the floor, walls or ceiling which endanger the structure, or obstruct the sidewalk or passage ways or stairways in front of, within, or adjacent to the premises, or do or permit to be done anything in any way tending to disturb the occupants of neighboring property or tending to injure the reputation or appearance of the building.

Assignment and Subletting

11. Lessee will not assign, mortgage or hypothecate this lease, or any interest therein, or permit the use of the premises by any person or persons other than Lessee, or sublet the premises, or any part thereof, without the written consent of Lessor.

Repairs

12. Lessee has examined and inspected and knows the condition of the premises and every part thereof and has received the same in good order and repair and accepts the same in their present condition. Lessee, at Lessee's own cost and expense, shall maintain the premises, and every part thereof, in as good order and repair as when received, reasonable use and wear thereof and damage by Act of God excepted, and in good and safe condition, and shall make all repairs thereto and maintain and repair all equipment therein, including plumbing and heating installations. Lessee waives the benefits of the provisions of subsection 1 of Section 1932 and of Sections 1941 and 1942 of the Civil Code of California and all right to make repairs at the expense of Lessor as provided in Section 1942 of that Code.

Lessee shall have all passenger or freight elevators now on or hereafter constructed upon the premises, and all elevators, including sidewalk elevators, actually used by lessee in connection with the premises, whether on the premises or not, regularly inspected, and shall keep the same in good running order and in perfect repair and condition and keep same covered during the term hereof by permit and license to operate by the Industrial Accident Commission of the State of California, and by any other public authority from which a license or permit is or may be required, at the cost and expense of Lessee.

Lessee agrees to replace immediately, at Lessee's cost and expense, all plate glass and windows and skylights broken or destroyed by accident or act of third parties or Lessee's agents or employees.

In the event that any alterations, additions, repairs or acts of any kind shall be required to be done in connection with the premises or any part thereof, under the provisions of any law, ordinance or rule now in force or hereafter enacted by municipal, state or national authority, the same shall be made at the cost and expense of Lessee.

All repairs, alterations and improvements that may be required shall be done only with the written consent of Lessor first obtained by Lessee but at the cost of Lessee, and unless otherwise provided by written agreement, all additions to, improvements and alterations of, the premises, except movable furniture and trade fixtures, shall become a part of the realty, and be the property of Lessor, and shall remain upon and be surrendered with the premises. Lessee agrees that if he shall make any repairs, alterations or improvements, he will not take such action until two days after receipt by him of the written consent of Lessor required by this paragraph, in order that Lessor may post appropriate notices to avoid any liability for liens. Lessee will at all times permit such notices to be posted and to remain posted until the completion and acceptance of such work.

Destruction of Premises

13. If, by fire, flood, explosion, earthquake, public enemy, riot, civil commotion, or act of God, the premises during the term, shall be:

(1) Destroyed, this lease shall cease and terminate;

(2) Damaged in excess of forty (40) per cent, this lease, at the option of Lessor, to be exercised by notice to Lessee in writing, shall cease and terminate;

(In the event of either such termination this lease shall be of no further force or effect, except for rents due or covenants broken, and Lessee, within ten (10) days from such destruction or termination, shall surrender the premises and remove therefrom.)

(3) Damaged to an extent less than forty (40) per cent (or in excess of forty (40) per cent and Lessor shall not exercise his option to terminate this lease), Lessor shall repair the premises with due diligence, and this lease shall continue in full force and effect, subject only to a reduction in rental from the date of such damage and until the repairs have been completed. The reduction in rental shall be based on the proportion which the floor area damaged (excluding damage caused by water used in extinguishing fire) bears to the total floor area of the premises.

The term "destroyed" as used herein shall be construed to mean the destruction of the safe, tenantable use or occupancy of the entire building in which the premises are located or of that portion thereof hereby leased. The term "damaged in excess of forty (40) per cent" shall be construed to mean such damage to such building, or to that portion hereby leased (excluding damage caused solely by water used in extinguishing fire) as will require an expenditure in excess of forty (40) per cent of the market value (prior to the damage) of the building, or that portion thereof hereby leased, in order to make repairs.

In the event that any dispute shall arise between the parties as to whether the premises have been either destroyed or damaged in excess of forty (40) per cent or as to the proportion of the floor area damaged within the meaning of the foregoing paragraph, such dispute shall be decided by two arbitrators, to be appointed one by Lessor and one by Lessee. If such arbitrators cannot agree within ten (10) days, they shall appoint a third arbitrator. The decision of any two of such arbitrators or if no two can agree then of the third arbitrator alone, shall be final. If either party fail to appoint his arbitrator within five (5) days after notice requiring him to do so, the arbitrator appointed by the other party shall be deemed to be appointed by and shall act for both parties and his decision shall be final. All appointments, decisions, and notices required hereby shall be in writing. Each party shall pay the expenses of the arbitrator appointed by him, and all other expenses of the arbitration shall be borne by both parties equally.

The provisions of Subdivision 2 of Section 1932 of the California Civil Code, and of Subdivision 4 of Section 1933 of that Code, shall not apply to this lease, and Lessee waives the benefit of such provisions.

Entry and Inspection

14. Lessee will permit Lessor and its agents to enter into and upon the premises at all reasonable times for the purpose of inspecting the same, or for the purpose of protecting owners' reversions, or to make alterations or additions to the premises or to any other portion of the building in which the premises are situated, without any rebate of rent to Lessee for any loss of occupancy or quiet enjoyment of the premises, or damage, injury or inconvenience thereby occasioned, and will permit Lessor at any time within thirty (30) days prior to the expiration of this lease to place upon the premises any usual or ordinary "To Let" or "To Lease" signs, and to bring upon the premises, for purposes of inspection or display, prospective tenants or purchasers thereof.

Hold Harmless

15. Lessor shall not be liable to Lessee or to any other person whatsoever for any injury or damage that may result to any person or property by or from any cause whatsoever, and without limiting the generality of the foregoing, whether caused by water leakage of any character from the roof, walls, basement or other portion of the premises, or caused by gas, fire, oil, electricity or any cause whatsoever, in, on or about the premises or any part thereof or in, on or about any facilities (including without prejudice to the generality of the term "facilities" elevators, stairways, passageways or hallways) the use of which Lessee may have in conjunction with other tenants of the building in which the premises are situated.

Lessee agrees to hold Lessor harmless from and defend Lessor against any and all claims or liability for any injury or damage to any person or property whatsoever:

(1) Occurring in, on or about the premises or any part thereof.

(2) Occurring in, on or about any "facilities" mentioned in the foregoing paragraph, when such injury or damage shall be caused in part or in whole by the act, negligence or fault of, or omission of any duty with respect to the same by, Lessee.

Utilities

16. Lessee agrees to pay promptly as the same become due and payable, all bills for all water, gas, electricity, heat and other services furnished for or used by Lessee on or about the premises, in addition to the rents herein reserved.

Area

and easements of the city and county wherein situated, and any tax or rental which may hereafter be imposed by the city and county for the use or occupation of such area shall be borne and paid by Lessee, in addition to the rental herein reserved. In the event that Lessee shall be ousted by such city and county from any of the portions of the premises described in this paragraph, such ouster shall not constitute a breach of this lease nor be held to be an eviction by Lessor, but this lease shall continue in full force and effect.

Signs

18. Lessor reserves the exclusive right to the roof, and to all exterior walls or parts of the premises, and access thereto, and the same are not covered by this lease, and Lessee agrees that no signs, advertisements or notices whatsoever shall be inscribed, painted, affixed or displayed on, to or in any part of the outside or inside, or on the roof of the premises, without the written consent of Lessor. Any signs so placed on the premises shall be so placed upon the understanding and agreement that Lessee will remove same at the termination of the tenancy herein created and repair any damage or injury to the premises caused thereby, and if not so removed by Lessee then Lessor may have same so removed at Lessee's expense.

Notices

19. All notices to be given between the parties hereto shall be in writing and served personally or by depositing the same in the United States mail, postage prepaid and registered and addressed to Lessor at its office and to Lessee at the premises, whether or not Lessee has departed from, abandoned or vacated the premises.

Default and Reëntry

20. If any default shall be made by Lessee in the payment, punctually when due, of any rent or other moneys due hereunder, or in the performance of any of the other terms, covenants or conditions herein contained, or if Lessee's interest herein, or any part thereof, be assigned or transferred, either voluntarily or by operation of law, whether by judgment, execution, death or any other means, or if Lessee, or if Lessee be a partnership then if Lessee or any member of the partnership, shall file any petition or institute any proceeding under the bankruptcy act, either as such act now exists or under any amendment thereof which may hereafter be enacted, or under any other act or acts, state or federal, dealing with or relating to the subject or subjects of bankruptcy or insolvency, or under any such amendment of any such act or acts, either as a bankrupt, or as an insolvent, or as a debtor, or in any similar capacity, wherein or whereby Lessee or any member of such partnership asks or seeks or prays to be adjudicated a bankrupt, or to be discharged from any or all of his debts or obligations, or for or to offer to his creditors or to effect a composition or extension of time to pay his debts, or for a reorganization or to effect a plan of reorganization, or for a readjustment of Lessee's debts, or to effect a plan of readjustment of Lessee's debts, or for a stay of judicial or other official proceedings against Lessee in any court, or for an order that Lessee's property or any of it shall remain in Lessee pending any such stay or proceedings, or for any other similar relief, or if any such petition or any such proceeding of the same or similar kind or character be filed or be instituted or taken against Lessee, or if Lessee be a partnership against Lessee or any member of the partnership, or if any receiver of the business or of the property or assets of the Lessee shall be appointed by any court except a receiver appointed at the instance or request of Lessor, or if the Lessee shall make a general or any assignment for the benefit of his creditors, or if the Lessee shall abandon or vacate the premises or if the Lessee shall otherwise, in any manner whatever, become unable to pay the rent herein specified or to perform any of the terms, covenants or conditions herein by him to be kept or performed, then in any of such events Lessor shall have the option, without notice to Lessee or demand for performance, either:

(1) to collect, by suit or otherwise each installment of rent or other sum as it becomes due hereunder, or to enforce, by suit or otherwise, any other term or provision hereof on the part of Lessee required to be kept or performed; or

(2) to re-enter the premises, remove all persons therefrom, take possession of the premises and of all equipment, fixtures and personal property thereon or therein, and either:

(a) with or without terminating or forfeiting this lease and in either event without in any way affecting any rights or remedies of Lessor or any duties or obligations of Lessee hereunder, re-let the premises as the agent and for the account of Lessee upon such terms and conditions as Lessor may deem advisable, either with or without any equipment or fixtures that may be situated thereon or therein, in which event the rents received on any such re-letting shall be applied first to the expenses of re-letting and collecting, including necessary renovation and alteration of the premises and a reasonable attorney's fee and any real estate commission actually paid, and thereafter toward payment of all sums due or to become due to Lessor hereunder, and if a sufficient sum shall not be thus realized to pay such rent and other charges, Lessee shall pay to Lessor monthly any deficiency and Lessor may sue therefor as each monthly deficiency shall arise; such monthly deficiencies shall be paid punctually when due, as herein provided, notwithstanding the fact that Lessor may have received rental in excess of the monthly rental herein stipulated in previous months, and notwithstanding the fact that Lessor may thereafter receive monthly rental in excess of the monthly payments herein specified during subsequent months; or

(b) terminate this lease, in which event Lessee agrees immediately to surrender possession of the premises and to pay to Lessor as the amount which shall be presumed to be the amount of damage sustained by Lessor by reason of Lessee's breach of this lease, (Lessee agreeing that it would be impracticable or extremely difficult to fix the actual damage) a sum of money equal to the amount, if any, by which the then cash value of the rent reserved hereunder for the balance of the term of this lease exceeds the then cash reasonable rental value of the premises for the balance of the term at the time of such termination, the claim for which sum shall be immediately enforceable by Lessor against Lessee by suit, and shall be provable in any proceedings for the liquidation or reorganization of Lessee; and in computing such sum of money, the then present cash value of future rent and of future reasonable rental value shall be such sums as, when invested at 4% simple interest, will produce the future rent or reasonable rental value, as the case may be, over the period of time in question.

Waiver of Damages

Costs of Suit

Non-Waiver of Breach

The foregoing remedies of Lessor shall not be exclusive, but shall be cumulative and in addition to all remedies now or hereafter allowed by law or elsewhere provided for.

Removal of Property

Lessee hereby irrevocably appoints Lessor as agent and attorney in fact of Lessee, to enter upon the premises, in the event of default by Lessee in the payment of any rent herein reserved, or in the performance of any term, covenant or condition herein contained to be kept or performed by Lessee, and to sell or remove any and all furniture and personal property whatsoever situated upon the premises, and to place such property in storage for the account of and at the expense of Lessee. In the event that Lessee shall not pay the cost of storing such property and any default by Lessee in the payment of any rent herein reserved, or in the performance of any term, covenant or condition herein contained to be kept and performed by Lessee, within ninety (90) days after such re-entry, Lessor may sell any or all of such property, at public or private sale, in such manner and at such time and places as Lessor in his sole discretion may deem proper, without notice to Lessee or any demand upon Lessee for the payment of any part of such charges or the removal of any of such property and shall apply the proceeds of such sale first to the cost and expenses of such sale, including reasonable attorney's fees actually incurred: second, to the payment of the costs of or charges for removing and storing any such property; third, to the payment of any other sums of money which may then or thereafter be due to the Lessor from Lessee under any of the terms hereof; and, fourth, the balance, if any, to Lessee.

Surrender of Premises

at Lessee's expense.

Terms Defined

23. The words "Lessor" and "Lessee" as used herein shall include the plural as well as the singular. Words used in masculine gender include the feminine and neuter. If there be more than one Lessor or Lessee the obligations hereunder imposed upon Lessor or Lessee shall be joint and several. The marginal headings or titles to the paragraphs of this lease are not a part of this lease and shall have no effect upon the construction or interpretation of any part thereof.

Heirs 24. Subject to the provisions hereof relating to assignment and subletting, this lease is intended to and does bind the heirs, executors, administrators, successors and assigns of any or all of the parties hereto.

Time 25. Time is of the essence of this lease.

26. A rider is attached to this lease which contains additional covenants and agreements made by the parties hereto and which is incorporated herein by reference as though said rider were specifically written into this agreement. Said rider is identified by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this lease the day and year first above written.

LESSOR.

G. W. WILLIAMS CO., a California corporation

By: Robert C. Berryman
Vice President

(Signed) Robert P. Berryman

Approved as to Form
Dated November 18, 1968
F. Williamson Deputy
County Counsel of Yolo County

LESSEE.

THE COUNTY OF YOLO

By: W W Cinnon
CHAIRMAN OF BOARD OF SUPERVISORS

ATTEST:
LAURENCE [illegible]HENIGAN, CLERK
By: Pete E. Lucero DEPUTY
(Seal)

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LEASE

TO

Commences

Expires

Premises

BUILDING OWNERS AND MANAGERS ASSOCIATION
OF SAN FRANCISCO

Store, Building, Loft Form

1048 S M

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R I D E R

THIS RIDER is attached to and made a part of a Lease dated May 31, 1968, by and between G. W. WILLIAMS CO., a California corporation, and the COUNTY OF YOLO.

1. Janitorial Services. LESSEE agrees, without compensation therefore, to perform all janitorial services, and to provide all required supplies for the leased premises, known as 904-906 and 908 Sacramento Avenue, Broderick, California, and the public areas adjacent to said leased premises, which include, but are not limited to, the hallway, front and rear entry, and men's and women's restrooms. Said services to be provided not less than five (5) days per week and to be accomplished in a first-class manner.

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2. LESSEE will at its sole cost and expense keep, maintain and repair in good and sanitary order, condition and repair, reasonable use and wear thereof and damage by Act of God excepted, said premises and every part thereof including glazing and the interior of the premises except the roof, sidewalls, heating, air conditioning equipment, and common areas which LESSOR agrees to so keep, maintain and repair.

3. Utilities. LESSOR shall cause to be provided and pay all charges for water, sewer, and on a joint basis with other tenants adequate trash containers and trash removal service at the rear of the building; LESSEE shall pay all charges for electricity, gas, telephone and other utility services used on the premises during the leased term.

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4. Taxes. For the purpose of this paragraph only, the word "premises" shall be used to describe the entire building as shown on Exhibit "A", and 26,928 square feet of adjacent parking area, fronting on Sacramento Avenue, Yolo County, in which area the District Attorney's Office shall be located. The 1968-69 fiscal year shall be known as the Base Tax Year. LESSEE agrees that in the event real property taxes assessed against the premises in any tax year subsequent to the Base Tax Year shall exceed the taxes for said Base Tax Year,

LESSEE upon presentation to LESSEE of receipted tax bills or certified duplicates will reimburse to LESSOR 11.17% of such excess. For any fraction of the tax year at the beginning or end of this lease or any extension thereof, LESSEE'S obligation hereunder shall be pro-rated on the basis of the number of months this lease has been in effect during such fraction of such tax year.

LESSEE agrees to pay all property taxes on furniture, fixtures, personal property, and leasehold improvements, installed or located in the premises by or at the direction of LESSEE.

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If the premises are not assessed separately, the real property taxes assessed against premises shall be deemed to be that proportion of the real property taxes assessed against the Assessor's parcel containing the premises that the appraised value of the premises bears to the appraised value of the entire real property which comprises the Assessor's Parcel. Appraised value shall be the latest appraisal made for assessment purposes by the Assessor of the County of Yolo.

5. Option.

A. Renewal Option. LESSOR hereby grants LESSEE a renewal option to renew this lease for an additional term of four (4) years from and after the expiration of the original term upon the same terms and conditions as set forth in this lease.

B. Exercise. The option granted herein must be exercised by LESSEE by delivery to LESSOR of written notice of exercise of option not less than ninety (90) days prior to the expiration of the original term.

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6. If any part of the premises shall be taken or condemned for a public or quasi-public use, and a part thereof remains which is susceptible of occupation hereunder, this lease shall, as to the part so taken, terminate as of the date title shall vest in the condemnor, and the rent payable hereunder shall be adjusted so that LESSEE shall be required to pay for the remainder of the term only such portion of such rent as the value of the part remaining after the condemnation bears to the value of the entire premises at the date of condemnation. If all the demised premises be taken or condemned so that there does not remain a portion

susceptible for occupation hereunder, this lease shall thereupon terminate. If a part or all of the demised premises be taken or condemned, all compensation awarded upon such condemnation or taking shall go to LESSOR, and LESSEE shall have no claim thereto, whether such compensation is for land taken or damaged, or improvements taken or damaged, or for any inherent bonus or other value of the lease itself or any interest in real property said lease creates, provided, however, LESSEE shall be entitled to receive compensation for the taking or damage to its improvements and trade fixtures. LESSEE hereby irrevocably assigns and transfers to LESSOR any right to compensation or damages to which LESSEE may become entitled during the term hereof by reason of the condemnation of all or a part of the demised premises except as heretofore expressly provided.

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IN WITNESS WHEREOF, the parties hereto have executed this RIDER

G. W. WILLIAMS CO., a California corporation
LESSOR

by Robert E. Berryman
VICE PRESIDENT
(Signed) Robert P. Berryman

COUNTY OF YOLO,
LESSEE

Micro Fiched

by W W Carmen
CHAIRMAN OF BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Pete E. Spence DEPUTY
(SEAL)

Approved as to Form
Dated June 18, 1968
Fred William Diedrich Jr. Deputy
County Counsel of Yolo County

YOLO COUNTY AGREEMENT NO. 68-55

WHITE—HEADQUARTERS
YELLOW—CONTRACTOR
PINK—DISTRICT OFFICE
GOLDENROD—FIELD MAN
GREEN—CONTROLLER
BLUE—DISTRICT OFFICE

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS

Sheet 1 of 3

Co. Route P.M.

SOURCE DIST.	SOURCE UNIT	CHARGE DIST.	CHARGE UNIT	EXPENDITURE AUTHORIZATION	SPECIAL DESIGNATION (USE WHEN APPLICABLE)	OBJECT	AMOUNT
03	607			503 Var.		749	3,800.00

SERVICE CONTRACT No. 34595

This number to be placed on all bills

Marysville, CALIFORNIA July 1, 19 68

Micro Fiched

Contractor's Name County of Yolo Phone

Address c/o Herbert W. Chandler, Agricultural Commissioner
P.O. Box 175, Woodland, California 95695

The contractor, hereby agrees to furnish the service or rental as hereinafter set forth to the Department of Public Works, Division of Highways, in accordance with the provisions on both sides of this form and on the attached sheets, if any, and he agrees to receive and accept as full compensation therefor the prices named herein:

To furnish labor, equipment and supplies required to control and/or eradicate Puncture Vine, Beardless Rye Grass, Johnson Grass, Russian Knapweed, Hoary Cress, Perennial Peppercress, Poison Oak, Cockle Burr, Mexican Whorled Milk Weed, Wooley Pod Milk Weed, Matrimony Vine, Bull Thistle, Purple Thistle, Yellow Star Thistle, Jimson Weed, Cost Grass, Medusa Grass, Russian Thistle, Sweet Anise and Sour Dock on State Highway rights of way, County Roads and other areas in the County of Yolo, as follows:

Route	Limits
128	Napa County Line to Winters
80	Solano County Line to Sacramento County Line
113	Solano County Line to Sutter County Line at Knights Landing
16	Colusa County Line to Sacramento County Line
45	Knights Landing to Colusa County Line
505	Solano County Line to Junction Route 5
84	Solano County Line to Junction Route 80
5	Between Woodland and Colusa County Line

FILED
JUL 12 1968
LAURENCE P. HENIGAN, Clerk
By Deputy

JUN 17 1968

The said Department of Public Works, Division of Highways, hereby agrees to the terms as above set forth, and hereby agrees to pay the same, provided, that by mutual consent this agreement may be modified or terminated at any time.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand the year and date first above written.

DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS

By R. E. Briggs
Assistant District Engineer

Approved by C. Eric Peters
Senior Highway Engineer

Date JUL 1 1968

COUNTY OF YOLO
Contractor

By W. W. Comer
CHAIRMAN, BOARD OF SUPERVISORS, COUNTY OF YOLO, STATE OF CALIFORNIA
Title or Position

MAIL BILLS IN TRIPLICATE TO:
Division of Highways
P.O. Box 911
Marysville, California 95901

FORM HA-284 (REV. 8-67)

A.—The Contractor shall keep himself fully informed of and at all times observe and comply with and shall cause all his agents and employees to observe and comply with all state and national laws and county and municipal ordinances and regulations and orders of public bodies which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work. He shall protect and indemnify the State of California and all officers and employees thereof, including but not limited to the Director and the State Highway Engineer, against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, or order, whether by himself or his employees. If any discrepancy or any inconsistency is discovered in this contract in relation to any such law, ordinance, regulation, or order, he shall report the same to the Engineer in writing.

B.—The attention of the Contractor is also called to and he agrees to comply with all the applicable provisions of the "Buy American" Act, Sections 4300 to 4305 of the Government Code, pertaining to use of materials and supplies produced or manufactured in the United States.

C.—The mentioning of certain statutes in this contract shall not relieve the Contractor from the responsibility of complying with any other statutes applicable to the service or rental to be furnished hereunder.

D.—The Contractor shall indemnify the State against all loss and damage to his property or equipment during its use under this service contract and he shall at his own expense maintain such fire, theft, liability or other insurance as he deems necessary for his protection. The Contractor assumes all responsibility which may be imposed by law for property damage or personal injuries caused by defective equipment furnished under this contract or by operations of the Contractor or his employees under this contract.

E.—The cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, contract bond premiums, and any other taxes or assessments including sales taxes required by law or otherwise shall be included in the price bid and no additional allowance will be made therefor, unless otherwise specifically provided herein.

F.—It is expressly agreed that all persons engaged on this work are employees of the Contractor and that none are employees of the Department of Public Works of the State of California.

G.—The Contractor warrants, by execution of this contract, that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the State shall have the right to annul this contract without liability, paying only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

H.—Pursuant to the authority contained in Section 591 of the Vehicle Code, the Department has determined that within such areas as are within the limits of the project and are open to public traffic, the Contractor shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14 and 15 of the Vehicle Code. The Contractor shall take all necessary precautions for safe operation of his equipment and the protection of the traveling public from injury and damage from such equipment.

Micro Filmed

DISTRICT III
DIV. OF HIGHWAYS
Micro Filmed

It is understood that control and/or eradication of the above-mentioned noxious weeds, other than Puncture Vine, will be undertaken on State Highway rights of way only when similar action is being taken on the abutting properties and County roads.

It is further understood that the following rates for labor, equipment and supplies will apply.

Labor	$3.51 per hour
Spraying Outfit complete	12.00 per day
Supplies	Cost plus Sales Tax, if such applies

The County of Yolo Agrees, pursuant to Government Code Section 895.4, to indemnify and hold harmless the State of California from any liability imposed for injury (as defined by Government Code Section 810.8) caused by a negligent or wrongful act or omission occurring in the performance of this agreement.

This Contract is in accordance with the Fair Employment Practices Addendum attached hereto and made a part hereof.

AMOUNT NOT TO EXCEED: $3,800.00

TIME LIMIT: June 30, 1969

This Contract supersedes Service Contract No. 33978 which expires June 30, 1968.

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Co. Route P.M.

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

Micro Fiched

2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practice Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

(a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

Micro Fiched

FILED
JUL 16 1968
LAURENCE P. HENIGAN, Clerk
By BARBARA A. ROBERTS
Deputy

AGREEMENT NO. 68-56

MIGRANT DAY-CARE AGREEMENT

THIS AGREEMENT made and entered into this 8th day of July, 1968, by and between the COUNTY OF YOLO, hereinafter called ADMINISTERING AGENCY, and DAVIS HUMAN-RELATIONS COUNCIL, hereinafter called OPERATING AGENCY,

Micro Fiched

W I T N E S S E T H:

WHEREAS, funds have been made available through Title IV A of the Social Security Act with approval of the Department of Social Welfare for the purpose of providing a Migrant Day-Care Service Center in the Davis area; and

WHEREAS, OPERATING AGENCY agrees to meet requirement for licensing and has filed an application for licensing and is qualified to provide the said day-care services;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES and of the covenants and considerations herein contained to be kept and performed by the respective parties, it is mutually agreed as follows:

Micro Fiched

1. OPERATING AGENCY agrees to provide the services of one project director for eight (8) weeks, four teachers for seven (7) weeks, four teacher aides for seven (7) weeks, and one social worker for two (2) months.

2. OPERATING AGENCY agrees to provide Workmen's Compensation for all employees, pupil bus service, insurance and one noon meal per day.

3. OPERATING AGENCY agrees to provide an adequate program for the migrant day-care center and in all ways to promote the furtherance of the objectives and purposes of such center, with particular attention to the following:

a. Provide health, education, constructive development experiences, social services, nutrition, and encourage parent participation.

b. Provide intake screening, determine eligibility for care and services and disseminate information as to the availability of the services.

c. Keep a record of expenditures, attendance, and assist in preparing budgets and reports for submission to proper agencies.

Micro Fiched

d. Provide training and orientation as necessary for all staff members including volunteers with respect to program goals, nutrition, health, child growth and development, the meaning of day care, educative guidance, remedial services and relationships to the community.

4. Both ADMINISTERING AGENCY and OPERATING AGENCY agree to operate the day-care program herein contemplated in full accordance with the terms and provisions of the State Department of Social Welfare Policies and Procedures Regarding Program Standards of Social Services, and in particular Chapter 33-50 thereof, entitled Day Care Services For Children.

Micro Fiched

5. ADMINISTERING AGENCY agrees to pay OPERATING AGENCY for services as if and when provided according as herein above set forth, according to the following schedule:

Director ($5/hr) 8 weeks	$1600.00	
4 teachers ($3.50/hr) 7 weeks	3920.00	
4 aides ($2.75/hr) 7 weeks	3080.00	
Social Worker ($150/wk)	1200.00	
		$9,800.00
Workmen's Compensation		30.00
Bus		650.00
Insurance		125.00
Food		875.00
Miscellaneous		320.00
		$11,800.00

6. It is understood that this agreement is contingent upon

the provision of funds under Title IV A of the Social Security Act.

7. This agreement shall become effective on July 8, 1968, and shall continue for eight (8) weeks after this date.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

COUNTY OF YOLO, Administering Agency

BY Arthur H. Edmonds
ARTHUR H. EDMONDS
Vice-Chairman
Board of Supervisors

Micro Fiched

DAVIS HUMAN-RELATIONS COUNCIL,
Operating Agency

BY William S. Lotter

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY Lida E. Lucas DEPUTY

(SEAL)

Micro Fiched

Agreement No. 68-57

Woodland California

July 2, 1968

Antone L. Miller

Grantor

FILED

JUL - 9 1968

LAURENCE P. HENIGAN, Clerk,

By Barbara L. Rodgers
Deputy

RIGHT OF WAY CONTRACT-COUNTY HIGHWAY

Document No. 68-17 in the form of a Grant Deed, covering the following described property:

Micro Fiched

A parcel of land being portions of Sections 22 and 23, T. 11 N., R. 2 E., M.D.B.&M., Yolo County, California, more fully described as follows:

COMMENCING at the Section corner common to Sections 14, 15, 22 and 23 of said Township and Range; thence Southerly along the Section line common to said Sections 22 and 23, South 00°11'18" East 30.00 feet to the Southerly right of way of State Highway No. 113, THE TRUE POINT OF BEGINNING; THENCE Easterly along a line parallel with the North line of said Section 23, South 89°41'48" East 20.00 feet to the Westerly right of way line of Road No. 102; thence Southerly along said line being parallel with the West line of said Section 23, South 00°11'18" East 25.00 feet; thence North 54°11'30" West 43.26 feet to said Southerly right of way line of State Highway No. 113; thence Easterly along said right of way line, being parallel with the North line of said Section 22, South 89°13' 18" East 15.00 feet to the true point of beginning.

Containing 0.010 acres.

has been executed and delivered to Howard Van Reyper, Jr. Director of Public Works of the County of Yolo.

Micro Fiched

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

I. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for

said document and shall relieve the County of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.

II. The County shall:

A. Pay the undersigned grantor the sum of $11.00 for the property as conveyed by Grant Deed No. 68-17 (herein described) within sixty (60) days after date title to said property vests in, or is in escrow for the County of Yolo, free and clear of all liens, encumbrances, assessments, easements, and leases recorded and/or unrecorded.

This transaction will be handled through an Escrow Number 58460 with Western Title Guaranty Company of Woodland.

Micro Fiched

B. Pay all escrow and recording fees incurred in this transaction including documentary tax stamps, if required, and if title insurance is desired by the County, the premium charged therefore.

C. During construction of this project (known as County Road 102-Work Order No. 4077) and prior to completion, the County will install standard "Type WM, Metal Posts" property fence along the Southwesterly line of the hereinabove described property, but located on Grantor's property.

Micro Fiched

D. During construction of this project (known as County Road 102 Work Order No. 4077) and prior to completion, the County will construct a gravel driveway apron with necessary roadside culvert (15" Min. I.D.) at left of Engineers Station 155+80. Driveway shall have a top width of 16 feet.

It is mutually understood and agreed that upon completion of the driveway and culvert above mentioned, they shall be considered as encroachments

under permit upon the County Road and are to be maintained, repaired, and operated as such by Grantor in accordance with and subject to the laws of the State of California and the rules and regulations of the Department of Public Works of the County of Yolo.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Micro Fiched

Austere F Mobley

Grantor

Recommended for Approval,

By D. Van Voorhis Vice

COUNTY OF YOLO

Arthur H Edmonds

Chairman, Board of Supervisors
County of Yolo, State of California

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

Approved as to Form
Dated JUL 8 1968
County Counsel of Yolo County

Micro Fiched

FORM 2 — APPROVED BY THE ATTORNEY GENERAL (REV. 9-64)
CONTRACTOR — ( )
STATE AGENCY — ( )
DEPT. OF GENERAL SERVICES — ( )
CONTROLLER — ( )

STATE OF CALIFORNIA
STANDARD AGREEMENT

YOLO COUNTY
AGREEMENT NO. 68-58

NUMBER 670

Review by Department of Finance not required per Letter dated December 27, 1965

THIS AGREEMENT, Made and entered into this 16th day of May, 19 68, at Sacramento, County of Sacramento, State of California, by and between State of California, through its duly elected or appointed, qualified and acting Chief, Fiscal and Management Services, Div. of Administration (Title of officer acting for State) Department of Public Health (Department or other agency) hereinafter called the State, and

County of Yolo

hereinafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

Micro Fiched

1. The Contractor shall maintain a cervical cytology screening program through the County Health Department for the detection of cervical cancer. The Contractor shall submit a report acceptable to the State as to the progress and value of the program of early detection of cervical cancer in an indigent population in a rural community.
2. The period of this contract shall be from May 16, 1968 through June 30, 1969.
3. In consideration of the above services performed in a manner satisfactory to the State, the State agrees to reimburse the Contractor quarterly, in arrears, upon submission of an invoice in triplicate at a rate of $2.00 per slide prepared from cervical smears and examined, provided however, that the total amount of this contract schall not exceed $3,600.
4. The Contractor agrees that he will comply with the Civil Rights Act of 1964 (P. L. 88-352) to the end that, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in; be denied the benefits of, or be otherwise subjected to discrimination under any program or activity which is supported by Federal Funds. In the event of non-compliance such Federal Funds will be withheld until compliance can be assured.

The provisions on the reverse side hereof constitute a part of this agreement. (Continued on reverse side)

IN WITNESS WHEREOF, This agreement has been executed, in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

STATE OF CALIFORNIA

Department of Public Health (Name of State agency)

By [signature]

Chief, Fiscal and Management Services
Division of Administration
Title

Approved as to Form
Date APR 22 1968
By [signature]
County Counsel of Yolo County

Micro Fiched

Contractor County of Yolo
(If other than an individual, state whether a corporation, partnership, etc.)

By [signature]

VICE-CHAIRMAN, BOARD OF SUPERVISORS, COUNTY OF YOLO, STATE OF CALIFORNIA
Title

P.O. Box 532, Woodland, California 95696
Address

(Continued on ____ sheets, each bearing name of Contractor)

DO NOT WRITE IN THIS SPACE

APPROVED

AUG 28 1968

By ANDREW R. LOLLI, Director

To Be Charged Against

Appropriation	Supp Item 123, CH500/67	F.Y. 67/68
Function or Fund	General	
Line Item Allotment	256-40.73	X O.E. ☐ Eq.

Amount of this Estimate	3,600 00
Unencumbered remainder after posting this estimate to Allotment Expenditure Ledger	3,434 00
Adjustment increasing encumbrance	
Adjustment decreasing encumbrance	

I Hereby Certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. (After T.B.A. No. ____ or B.R. No. ____)

By [signature]

Signature of Accounting Officer

1. The State hereby agrees to pay for the services and materials at the times, in the manner and for the consideration, herein expressed.

2. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract. The Contractor shall provide necessary workman's compensation insurance at Contractor's own cost and expense.

3. The parties hereto agree that the Contractor, and any agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

4. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

5. This agreement is not assignable by Contractor either in whole or in part.

Micro Fiched

6. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

7. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

8. Contractor shall not be allowed or paid travel or per diem expenses unless set forth in this agreement.

Invoices will certify that services performed under this contract have been provided in compliance with Civil Rights Act of 1964

Micro Fiched

FILED
JUL 22 1968
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers
Deputy

AGREEMENT NO. 68-59

(Yolo County Communications Department Service Agreement)

THIS AGREEMENT made and entered into this 22nd day of July, 1968, by and between the COUNTY OF YOLO, hereinafter called COUNTY, and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation, hereinafter called OWNER, each a governmental entity, organized and existing under and by virtue of the law of the State of California; and

Micro Fiched

WHEREAS, it is the desire of the OWNER, that the COUNTY service, repair, and maintain all of the radio communication equipment of the University of California, Davis Police Department, for the period from and including July 1, 1968 to and including June 30, 1969; and

WHEREAS, it is the desire of the COUNTY to service, repair, and maintain the said radio communication equipment of the OWNER;

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. That the COUNTY will, when notified by the OWNER, repair, service, and maintain the said radio communications equipment; said OWNER shall allow the Yolo County Communications Department personnel a reasonable amount of time to arrive at the location where said equipment to be repaired is situated.

2. COUNTY will provide to OWNER common equipment service consisting of the use of the mobile repeater unit operated by and licensed to COUNTY to facilitate the operation of OWNER's mobile and control units and handi-talkie units.

Micro Fiched

3. It is mutually agreed that the COUNTY shall charge, and the OWNER shall pay to the COUNTY, the following amounts as indicated for the services, repairs, and maintenance listed herein.

(a) Seven and 50/100 dollars ($7.50) per man hour shall be charged for labor. All labor charges shall commence upon leaving the county shop and will terminate upon return to the county shop.

(b) All parts to be charged out at COST PLUS TEN PER CENT (10%).

(c) Standard mobile installations shall be Thirty dollars ($30.00).

(d) Removal of mobile units shall be Seven and 50/100 dollars ($7.50).

(e) Required F.C.C. measurements shall be charged at the rate of Seven and 50/100 dollars ($7.50) per transmitter. HOWEVER, it is further agreed that the rates charged for this service do not include labor for repairs to the equipment.

(f) The rate for the communications services consisting of common equipment service shall be Ten dollars ($10.00) per month per mobile unit and Ten dollars ($10.00) per month per base or control unit operated by OWNER, and Four dollars ($4.00) per month per portable or handi-talkie unit.

4. It is mutually agreed that the OWNER shall hold the COUNTY harmless for any damage or injury to person or property which may result from the failure, for any and all reasons, of the Yolo County Communications Department in fulfilling the terms of this agreement.

5. It is mutually agreed that this agreement shall remain in force for the above-mentioned period until the same is terminated by either party hereto by giving sixty (60) days' notice in writing to the other party of their intention to terminate same.

DATED this 22nd day of July, 1968.

COUNTY OF YOLO

By _____
VICE CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

Micro Filmed
Micro Filmed

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By _____

ATTEST:

LAURENCE P. HENIGAN, CLERK

By _____ (DEPUTY)

(SEAL)

Micro Filmed

Approved and accepted by the Board of Supervisors of Yolo County, California

JUL 2 1968

County Counsel of Yolo County

APPROVED AS TO FORM:

RONALD B. PORTWOOD

ASSISTANT COUNSEL OF THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

Micro Filmed

JUL 22 1968
LAURENCE P. HENCKEN, County Clerk
By Barbara Rodgers Deputy

AGREEMENT NO. 68-60

L E A S E

THIS LEASE made and entered into this 17 day of July, 1968, by and between ISABEL L. CONRAD, hereinafter called LANDLORD, and the COUNTY OF YOLO, a political subdivision, hereinafter called TENANT,

W I T N E S S E T H:

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1. DESCRIPTION. LANDLORD hereby leases to TENANT and TENANT hereby hires on the terms and conditions hereinafter set forth those certain premises situated in the City of Woodland, County of Yolo, known as 621 and 623 Main Street, together with the use of all except two of the parking spaces located to the rear of the premises, but excluding the basement.

2. TERM.

   a. The term of this lease shall be for a period of four years hereinafter referred to as the original term.

   b. The term shall commence on September 1st, 1968, or upon completion of LANDLORD'S work in preparation for occupancy if such work has not been completed by September 1st, 1968.

Micro Fiched

3. RENT. TENANT shall pay LANDLORD rent in the amount of THREE HUNDRED FIFTY DOLLARS ($350.00) per month for each and every month for the term of this lease, payable on the first day of each calendar month.

4. USE. Premises shall be used and occupied only for the purpose of county offices and any other office reasonably related thereto.

5. PREPARATION FOR OCCUPANCY.

a. LANDLORD shall place said premises in a tenantable condition prior to September 1st, 1968, and shall repair the flooring, paint the interior of the premises, and shall provide lightglobes or florescent tubes for all lighting fixtures presently located in the premises and shall seal the upstairs of the premises so as to prevent entry by unauthorized persons.

Micro Fiched

b. The opening by TENANT of its offices in the premises shall constitute an acknowledgment by TENANT that the premises are then in the condition called for by this lease, and that the LANDLORD has performed all its work with respect to the premises.

6. UTILITIES. TENANT shall pay all charges for electricity, gas, heat, water, sewer, telephone and any other utility services used on the premises during the lease term.

7. REPAIRS AND ALTERATIONS.

a. TENANT will at its sole cost and expense, keep, maintain and repair in good and sanitary order, condition and repair, reasonable use and wear thereof and damage by Act of God excepted, said premises and every part thereof including glazing and the interior of the premises, except the roof, sidewalls, exterior, heating, air conditioning, which LANDLORD agrees to so keep, maintain and repair.

b. That TENANT will not commit, or suffer to be committed, any waste upon the said premises, or any public or private nuisance, or other act or thing which may disturb the quiet enjoyment of any other tenant in the building in which the demised premises may be located; and that the TENANT will not make, or suffer to be made, any alterations of the said premises, or any part thereof, without the written consent of the LANDLORD first had and obtained,

Micro Fiched

and that any additions to, or alterations of, the said premises, except movable furniture and trade fixtures, shall become at once a part of the realty and belong to the LANDLORD.

Micro Fiched

8. EXCULPATORY CLAUSE. TENANT agrees to indemnify and save LANDLORD harmless from and against any and all claims arising from any act, omission, or negligence of TENANT, or its contractors, licensees, agents, servants, or employees, arising from any accident, injury, in, on, or about, the premises, or any part of them, and the sidewalks adjoining the premises.

9. ASSIGNMENT AND SUBLETTING. TENANT shall not assign this lease, or any interest therein, and shall not lease or underlet the said premises, or any part thereof, or any right of privilege appurtenant thereto, without the written consent of the LANDLORD first had and obtained, and that a consent to one assignment or subletting shall not be construed as a consent to any subsequent assignment or subletting. It is hereby mutually covenanted and agreed that, unless such written consent thereto has been so had and obtained, any assignment or transfer, or attempted assignment or transfer, of this lease or of any interest therein, or underletting, either by voluntary or involuntary act of the TENANT or by operation of law or otherwise, shall, at the option of LANDLORD, terminate this lease; and any such purported assignment (by death excepted), transfer, or underletting, without such consent, shall be null and void.

Micro Fiched

10. DAMAGE OR DESTRUCTION.

a. In case the premises shall be partially or totally destroyed by fire or other casualty insurable under full standard extended risk insurance so as to become partially or totally untenantable, the same shall be repaired or rebuilt as speedily as possible at the expense of

LANDLORD, unless LANDLORD shall elect not to repair or rebuild as provided in Sub-paragraph (b), and, should there be a substantial interference with TENANT'S business, a just and proportionate part of the fixed rent shall be abated until the premises are repaired or rebuilt.

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b. If (i) more than fifty per cent (50%) of the building in which the premises are located shall be destroyed or so damaged by fire or other casualty insurable under full standard extended risk insurance as to become wholly untenantable, or (ii) the premises shall be partially or totally destroyed by a cause or casualty other than those covered by fire and extended coverage risk insurance, then, in either event, LANDLORD may, if it so elects, rebuild or put said building in good condition and fit for occupancy within a reasonable time after such destruction or damage, or it may give notice terminating this lease as of a date not later than thirty (30) days after any such damage, or destruction. If LANDLORD elects to repair or rebuilding the building, it shall, within thirty (30) days after such damage or destruction, give TENANT notice of its intention to repair or rebuild and then shall proceed with reasonable speed to make the repairs or to rebuild. Unless LANDLORD elects to terminate this lease, this lease shall remain in full force and effect and the parties waive the provisions of any law to the contrary.

11. TAXES.

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a. Should the lease area real estate taxes and assessments payable by LANDLORD in any year after 1968-69 exceed those payable for that year, TENANT shall pay the LANDLORD upon notice and demand, accompanied by proof of payment, the amount by which the leased area real estate taxes and assessments exceed those of the year 1968-69.

b. The lease area real estate taxes and assessments consist of that proportion of the taxes and assessments upon the entire parcel of real property containing the premises that the floor area of the portion of the building occupied by TENANT bears to the total ground floor floor area of the building in which the premises are located.

12. CONDEMNDATION.

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a. Total or Substantial Taking. If title to all of the premises is taken for any public or quasi-public use under any statute, or by right of eminent domain, or by private purchase in lieu of eminent domain, or if title to so much of the premises is so taken that a reasonable amount of reconstruction of the premises will not result in the premises being a practical improvement and reasonably suitable for TENANT'S continued occupancy for the uses and purposes for which the premises are leased, then, in either event, this lease shall terminate on the date that possession of the premises, or part of the premises, is taken.

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b. Partial Taking. If any part of the premises shall be so taken and the remaining part of the premises (after reconstruction of the then existing building in which the premises are located) is reasonably suitable for TENANT'S continued occupancy for the purposes and uses for which the premises are leased, this lease shall, as to the part so taken, terminate as of the date that possession of such part is taken, and the fixed rent shall be reduced in the same proportion that the floor area of the portion of the premises so taken (less any additions to premises by reconstruction) bears to the original ground floor area of the premises. LANDLORD shall, at its own cost and expense, make all necessary repairs or alterations to the building

in which the premises are located so as to constitute the portion of the building not taken a complete architectural unit. There shall be no abatement of rent during such restoration except to the extent otherwise provided in this paragraph.

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c. Disposition of Award. All compensation awarded or paid upon a total or partial taking of the fee title of the premises shall belong to the LANDLORD, whether such compensation be awarded or paid as compensation for diminution in value of the leasehold or of the fee; provided, however, that LANDLORD shall not be entitled to any award made to TENANT for loss of business or depreciation to and cost of removal of stock and fixtures.

d. Execution of Necessary Instruments. Each party agrees to execute and deliver to the other all instruments that may be required to effectuate the provisions of this paragraph.

13. REMEDIES.

a. Sub-Leases. The voluntary or other surrender of this lease by TENANT, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of LANDLORD, terminate all or any existing subleases or subtenancies, or may, at the option of LANDLORD, operate as an assignment to him of any or all such subleases or subtenancies.

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b. Advances by LANDLORD. In the event of TENANT'S breach of any covenant in this lease, LANDLORD may, at any time, without notice, cure such breach for the account, and at the expense of TENANT. If LANDLORD at any time, by reason of such breach, is compelled to pay, or elects to pay, any sum of money or to do any act that will require the payment of any sum of money, or is compelled to incur any expense, including reasonable attorney's fees, in instituting, prosecuting, or defending any actions or proceedings

to enforce LANDLORD'S rights under this lease or otherwise, the sum, or sums, so paid by LANDLORD, with all interest, costs, and damages, shall be deemed to be additional rent under this lease and shall be due from TENANT to LANDLORD on the first day of the month following the incurring of such expenses.

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c. Attorney's Fees. In the event that LANDLORD should bring suit for the possession of the premises, for the recovery of any sum due under, or because of, the breach of any covenant in this lease, or for any other relief against TENANT, declaratory or otherwise, or should TENANT bring any action for any relief against LANDLORD, declaratory or otherwise, arising out of this lease, and LANDLORD should prevail in any such suit, TENANT shall pay LANDLORD a reasonable attorney's fee, which shall be deemed to have accrued on the commencement of such action, and shall be enforceable whether or not such action is prosecuted to judgment.

d. Personal Property. TENANT shall not vacate or abandon the premises at any time during the term, and if TENANT shall abandon, vacate, or surrender said premises, or be dispossessed by process of law, or otherwise, any personal property belonging to TENANT and left on the premises shall be deemed to be abandoned, at the option of the LANDLORD, except such property as may be mortgaged to LANDLORD.

14. NOTICES.

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All notices to be given may be given in writing by depositing the same in the United States Mail, postage prepaid, and addressed to the parties as follows:

LANDLORD:

Isabel L. Conrad
66 Santa Paula Street
San Francisco, California 94127

TENANT:

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

15. CONDITIONAL LIMITATIONS.

Each term and each provision of this lease performable by TENANT shall be construed to be both a covenant and a condition.

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16. WAIVER.

One or more waivers by LANDLORD of any covenant or condition shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition. LANDLORD'S consent to or approval of any act by TENANT requiring LANDLORD'S consent or approval shall not be deemed to waive or render unnecessary LANDLORD'S consent to or approval of any subsequent similar act by TENANT.

17. CONSTRUCTION.

The marginal headings of title to the paragraphs of this lease are not a part of this lease and shall have no effect upon the construction or interpretation of any part of this lease.

18. BINDING ON SUCCESSORS.

Subject to Paragraph 13, the terms and provisions of this lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of LANDLORD and TENANT.

19. OPTION.

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a. Renewal Option. LANDLORD hereby grants TENANT a renewal option to renew this lease for an additional term of four years from and after the expiration of the original term upon the same terms and conditions as set forth in this instrument.

b. Exercise. The option granted herein must be exercised

by TENANT by giving notice of exercise of renewal option not less than ninety (90) days prior to the expiration of the original term.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

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LANDLORD:

Isabel L. Conrad

ISABEL L. CONRAD

TENANT:

COUNTY OF YOLO, a political subdivision

BY Arthur G. Smeed

VICE CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Pat E. Swan DEPUTY

(SEAL)

Micro Fiched

AGREEMENT NO. 68-63

C.S. 3400

(Approved as to Form by General Counsel
August 30, 1962

M.P.-AF-93.98-L-NC

This Agreement, made this 22nd day of July, 19 68,
by and between SOUTHERN PACIFIC COMPANY
a corporation, herein termed "Railroad," and COUNTY OF YOLO, a political subdivision of the State of California, herein termed "Licensee".

WITNESSETH THAT:

Railroad, in consideration of the sum of Dollars, and in consideration of the faithful performance by Licensee of all the covenants and agreements herein contained, hereby permits Licensee to construct, reconstruct, maintain and operate beneath Railroad's property, at a depth specified by Railroad, a water well, pump and approximately one hundred thirty-eight (138) feet of one (1) inch water pipe line,

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herein termed "structure," at or near Knights Landing Station,
County of Yolo, and State of California,
in the location shown red on the print attached, said print being Railroad's Sacramento Division Drawing LD-5822, dated March 18, 1968.

As a part consideration for the permission herein given, Licensee shall pay to Railroad as rental the sum of Sixty Dollars ($60.00) per annum payable annually in advance.

FILED
AUG 12 1968
LAURENCE P. HENRIOUD, Clerk
By [illegible] Deputy

This agreement is made upon the following terms and conditions:

1. Licensee agrees to keep Railroad's premises in a good and safe condition, so far as affected by Licensee's use, free from waste all to the satisfaction of Railroad, failing which, Railroad may perform the necessary work at the expense of Licensee, which expense Licensee agrees to pay to Railroad upon demand. All work upon, or in connection with, said structure shall be done to the satisfaction of Railroad at such times and in such manner as not to interfere in any way whatsoever with the operations of Railroad. In the event Railroad shall at any time or times require the removal, reconstruction, alteration or changes in the location of said structure, or shall at any time or times construct an additional track or tracks, then Licensee agrees at Licensee's own sole cost and expense, upon receiving written notice from Railroad so to do, to forthwith construct and maintain an additional structure or extend or change said structure or immediately remove, reconstruct, alter or make changes in the location of said structure as may be requested by Railroad and in a manner satisfactory to Railroad. Licensee shall give Railroad five (5) days' written notice prior to the commencement of any work of construction or reconstruction.

2. Licensee shall not assign or transfer this agreement, in whole or in part, or permit any other person to use the right or privilege hereby given, without the prior written consent of Railroad.

3. Licensee agrees to reimburse Railroad the cost to Railroad of furnishing any necessary watchmen, flagmen or inspectors and for performing any work, including installing and removing any necessary falsework beneath the tracks of Railroad, during the construction, maintenance or removal of said structure.

4. In the event Licensee shall discontinue the use of said structure or shall abandon the same, all rights hereby given shall forthwith cease and determine.

Should Licensee fail to keep, observe and perform any covenant or condition on Licensee's part herein contained, all rights hereby given shall, at the option of Railroad, forthwith cease and determine. Upon termination of the privileges contained herein or upon termination of this agreement, as hereinafter provided, Licensee shall, at Licensee's own cost and expense, immediately remove said structure and restore said premises as nearly as possible to the same state and condition they were in prior to the construction of said structure, failing which, such removal and restoration may be performed by Railroad at the expense of Licensee, which expense Licensee agrees to pay to Railroad on demand.

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STATE OF CALIFORNIA, }
County of Yolo } ss.

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On this 23rd day of July in the year one thousand nine hundred and ~~Sixty-eight~~ before me, Nancy L. Seda a Notary Public in and for the County of Yolo, State of California, residing therein, duly commissioned and sworn, personally appeared Arthur H. ~~Edmonds~~, Vice Chairman of the Board of Supervisors, known to me to be the person whose name subscribed to the within instrument and acknowledged to me that he executed the same.

NANCY L. SEDA
NOTARY PUBLIC
PRINCIPAL OFFICE IN
YOLO COUNTY

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Yolo the day and year in this certificate first above written.

Nancy L. Seda

Notary Public in and for the County of Yolo State of California.

My Commission Expires June 30, 1969

5. Licensee agrees to release and indemnify Railroad from and against all liability, cost and expense for loss of or damage to property and for injury to or deaths of persons (including but not limited to the property and employees of each of the parties hereto) when arising or resulting from:

(a) the use of said premises by Licensee, its agents, employees or invitees, or

(b) the construction, presence, maintenance, use or removal of said structure, or

(c) breach of the contract by Licensee,

whether or not caused or contributed to by any act or omission of Railroad.

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The term "Railroad" as used in this Section 5 shall include the lessor, successors, assigns and affiliated companies of Railroad, and any other railroad company operating upon Railroad's tracks.

6. No work on Railroad premises shall be commenced by any contractor for Licensee until such contractor has entered into Railroad's standard Contractor's Agreement covering such work.

7. Licensee will fully pay for all materials joined or affixed to said premises, and pay in full all persons who perform labor upon said premises, and will not permit or suffer any mechanics' liens or materialmen's liens of any kind or nature to be enforced against said premises for any work done or materials furnished thereon at Licensee's instance or request.

8. In case Railroad shall successfully bring suit to compel performance of, or to recover for breach of, any covenant, agreement or condition herein written, Licensee shall and will pay to Railroad reasonable attorney fees in addition to the amount of judgment and costs.

9. This agreement may be terminated by either party hereto by giving thirty (30) days' notice in writing to that effect.

10. Except as otherwise provided herein, the terms and conditions of this agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

11. It is understood and agreed that sections 12, 13 and 14 on the insert hereto attached are hereby made parts to this agreement.

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IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate the day and year first herein written.

SOUTHERN PACIFIC COMPANY

By R. R. Raimond
(Title) SUPERINTENDENT

WITNESSED BY:

_____

_____

COUNTY OF YOLO
(See Note) (Licensee)

By A. Hamilton Greene
Chairman, Board of Supervisors

ATTEST: JAURENCE P. HENIGAN,
Clerk, Board of Supervisors

By Pete E. Lucas
Deputy Clerk

Approved as to form
Dated [illegible]
CHARLES B. MACK

NOTE—If an incorporated company, agreement should be executed by an authorized officer thereof and his title to be stated; otherwise signature should be witnessed by an employee of Railroad if practicable, if not, by a disinterested party.

FILED

JUL 23 1968

LAURENCE P. HENIGAN, Clerk

By Ruth E. Lucas Deputy

RESOLUTION NO. 68-61

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF YOLO:

That the Chairman of the Board is authorized and directed to sign and execute on behalf of the County of Yolo that certain Cooperative Agreement by and between the State of California, acting through its Division of Highways of the Department of Public Works of the Transportation Agency, therein called State, and the County of Yolo, therein called County, covering the proposed improvement at the intersection of State Highway Route 113 and County Road 102.

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PASSED AND ADOPTED by the Board of Supervisors, County of Yolo, State of California, on the 22nd day of July, 1968, by the following vote:

AYES: Duncan, Espigares, Stephens, Edmonds.
NOES: None.
ABSENT: Conner.

Arthur H. Edmonds
Vice Chairman of the Board of Supervisors,
County of Yolo, State of California

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY Ruth E. Lucas DEPUTY
(SEAL)

APPROVED AS TO FORM:

COUNTY COUNSEL

Micro Fiched

INSERT

12. Railroad hereby permits Licensee to take water from the existing water well located on Railroad's property as indicated on the attached print. Licensee agrees that Railroad is not engaged nor does it intend to engage in the business of developing, supplying, or distributing water to Licensee, the public or any other party for domestic, manufacturing or any other purpose. Licensee accepts such water with full knowledge that it has not been treated or analyzed by Railroad and the Railroad makes no warranty or guaranty, either expressed or implied, as to quantity or quality of said water or of its fitness for any use.

It is expressly understood and agreed that Railroad by reason of the permission herein given does not relinquish any water rights owned by Railroad.

Railroad reserves the right to obtain water from the said water well without charge therefore.

"Beneficial use" of said water by Licensee will accrue to the benefit of Southern Pacific Company.

13. Upon abandonment of the water facilities at said location or upon termination of this agreement, Railroad reserves the right to reacquire from Licensee the said water facilities for an amount equal to the unamortized investment in the said facilities by Licensee. In the event Railroad does not reacquire said water facilities, Licensee at Licensee's expense shall remove the pump and place a cap satisfactory to Railroad upon said well.

14. Licensee agrees to release and indemnify Railroad from and against all liability, cost and expense for loss of or damage to property, and for injuries to or deaths of persons arising or resulting in any way from the use of said water or from the failure to obtain sufficient water.

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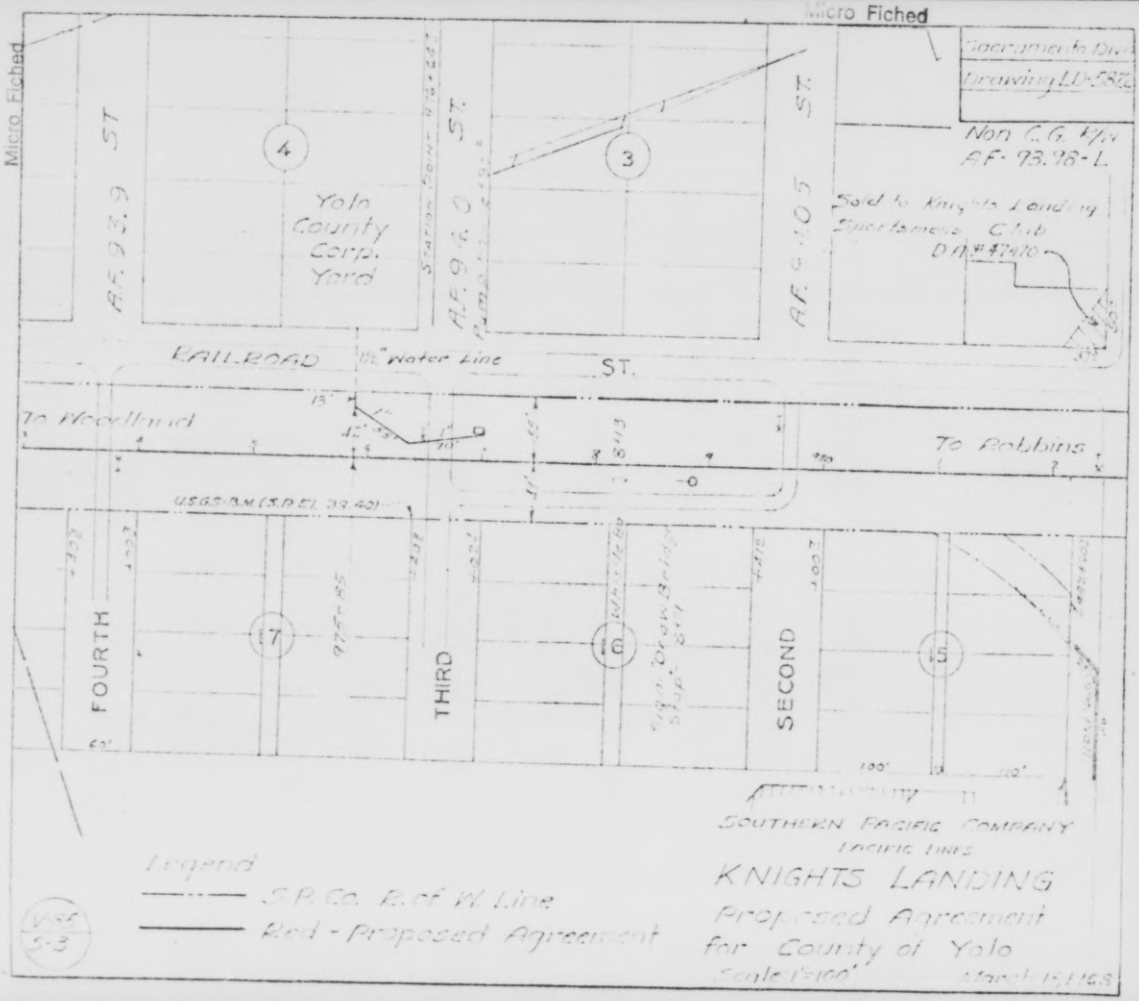
Sacramento Div.
Drawing LD-5872

Non C.G. 1/10
AF-93.98-L



FILED

MAY 28 1969

LAURENCE P. HENIGAN, Clerk
By Barbara A Rodgers
Deputy

YOL COUNTY
AGREEMENT NO. 68-62

03-Yol-113
PM 21.0/21.3

COOPERATIVE AGREEMENT

The Agreement, made and entered into this 21st day of August, 1968, by and between the State of California, acting by and through its Division of Highways of the Department of Public Works of the Transportation Agency, hereinafter referred to as "State", and the County of Yolo, hereinafter referred to as "County".

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W I T N E S S E T H

WHEREAS, the State had proposed a Traffic Safety and Operational Improvement Project providing for widening and channelization at the intersection of State Highway Route 113 and County Road 102 (FAS Route 1196) in Yolo County; and

WHEREAS, the County proposes an FAS project on portions of County Road 102 (FAS Route 1196), which includes reconstruction of the State Highway Route 113/County Road 102 intersection southwest of Knights Landing; and

WHEREAS, the State concurs with the traffic handling and safety features proposed in the County's plan; and

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WHEREAS, the State and the County, in the interests of safety, economy, and minimization of interference with public traffic, do mutually desire to cooperate in accomplishing this intersection improvement as part of the County's FAS construction contract.

NOW THEREFORE, it is agreed as follows:

ARTICLE I

For and in consideration of the covenants and conditions to be kept and performed by State, as set forth in this Agreement, County agrees:

57 214815

1. To reconstruct the intersection of State Highway Route 113/County Road 102, all as shown on the attached plan map attached hereto marked Exhibit "A", in conjunction with its FAS Route 1196 (4) project.

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2. To acquire all rights of way required for the intersection improvement at no cost to the State.

3. To perform all work in a workmanlike manner and in accordance with plans and specifications prepared by the County and reviewed and approved by the State.

4. If during construction it becomes necessary to perform any additional work or provide payment by any method other than described in Article III, paragraph 2, State's approval shall be obtained prior to proceeding with the work.

5. To keep accurate records of the cost of this work and to submit in triplicate, a billing to State for the work described herein.

6. To keep State informed as to the scheduling of this work so that State may arrange such inspection, if any, as it deems proper.

7. Upon completion and acceptance of said reconstruction by all parties hereto, to provide State with copies of "As-Built" plans.

ARTICLE II

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For and in consideration of the covenants and conditions to be kept and performed by County, as set forth in this Agreement, State agrees:

1. That County is empowered to act in behalf of State, and is hereby authorized by State to perform as agent for State those services described under Article I of this Agreement.

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2. To pay to County the entire cost to County, including engineering and overhead costs, but excluding right of way costs, for the reconstruction of State Highway Route 113, as shown on the attached Exhibit "A", and as outlined in the plans and specifications to be prepared by County and approved by State. Payment to be made as follows:

a. Upon notification by County that bids for said FAS project have been received and award of said contract to the succesful bidder has been approved, State will deposit with County the amount computed on the basis of Article III, Section 2, and the estimated quantities of Subsection "b" of said section, but in no event shall State's deposit or contribution for the intersection improvement exceed State's estimate of $17,000, without an amendment to this Agreement consenting thereto.

b. Upon completion and acceptance of the construction contract for the aforesaid intersection improvement by both parties, and upon receipt of a statement therefor, the balance of State's obligation will be deposited with County. If, however, it is found that the amount deposited by State is in excess of the cost of the work as computed under Article III, Section 2, the balance remaining shall be promptly refunded to State.

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3. If, during construction, it becomes necessary that additional work not originally covered by the contract, as pertains to State, must be performed under a change order or change orders, the

State, subject to approval of such change orders, shall pay for any increased costs for the State's portion of the intersection improvement as shown on the attached Exhibit "A" and outlined in the Plans and Specifications for this project.

ARTICLE III

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It is mutually understood and agreed:

1. That all contracts and documents required in connection with work covered by this Agreement shall include Appendix "A", attached hereto and incorporated herein.

2. That the attached "Preliminary Estimate of Cost", Exhibit "B", shall be the basis for computing the State's contribution as follows:

a. Items 1, 2, and 5 at the lump sum price as listed in attached Exhibit "B".

b. Items 9, 13, 14, and 15 at Contract unit bid price for total quantity placed.

c. Items 3, 4, 6, 7, 8, 10, 11, and 12 at Contract unit bid price for the quantities shown on the attached Exhibit "B".

d. Supplemental work as shown on attached Exhibit "B".

e. State-Furnished Materials and Expenses as shown on the attached Exhibit "B".

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f. Preliminary and construction engineering and overhead shall be 15 percent of Subsections "a" through "e" of this section.

g. Contingencies shall be 5 percent of Subsections "a" through "e" of this section.

3. That neither State nor any officer or employee thereof, is responsible for any damage or liability occurring by reason of anything done or omitted to be done by County under or in connection with any work, authority, or jurisdiction delegated to County under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, County shall fully indemnify and hold State harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by County under or in connection with any work, authority, or jurisdiction delegated to County under this Agreement.

4. That financial participation by the State in this Cooperative Agreement is contingent upon the allocation of funds by the California Highway Commission.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals the day above first written.

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STATE OF CALIFORNIA
TRANSPORTATION AGENCY
DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS

Micro Fiched

J. A. Legarra
State Highway Engineer

Approval Recommended:

R. E. Biggs
Asst. District Engineer

By Sam Helwer
Deputy State Highway Engineer

Approval as to Form and Procedure

Attorney, Department of Public Works

COUNTY OF YOLO

By
Vice Chairman, Board of Supervisors

Attorney, County

EXHIBIT "B"

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS

SHEET 1 OF 1

EXPENDITURE AUTHORIZATION

PRELIMINARY ESTIMATE OF COST

DATE June 5, 1968

BID OPENING

DISTRICT 03

FEDERAL PROJECT NO S-1196(4) On County Road 102

COUNTY Yolo

BETWEEN County Road 14

ROUTE 1196

AND Ridge Cut Canal Bridge on State Highway 113

P M (4)

SOURCE OF FUNDS

$

BUDGET ALLOCATION

Micro Fiched

ITEM NO. CODE	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	AMOUNT
1		LS	Clearing & grubbing	1,000 00	$ 1,000 00
2		LS	Developing water supply	250 00	250 00
3	1,700	CY	Roadway excavation	0 50	850 00
4	2,500	SY	Compacting original ground	0 10	250 00
5		LS	Finishing roadway	150 00	150 00
6	1,550	T	Cl. 1 Aggregate subbase	2 00	3,100 00
7	720	T	Cl. 2 Aggregate base	2 50	1,800 00
8	1.2	T	Asphaltic emulsion (pt. bdr. & med. seal coat)	50 00	60 00
9	10	T	Screenings	7 00	70 00
10	600	T	Aggregate (Type B AC)	5 00	3,000 00
11	30	T	Paving asphalt (asph. conc.)	50 00	1,500 00
12	3	T	Liquid asphalt (pr. ct.)	50 00	150 00
13	440	LF	Conc. curb (Type B-3)	1 50	660 00
14	50	LF	Metal beam guard rail	6 00	300 00
15	1	EA	Cable end anchor	200 00	200 00
					$13,340 00
			SUPPLEMENTAL WORK		
			Handling signs & traffic control	600 00	600 00
	1		STATE-FURNISHED MATERIALS AND EXPENSES		
			Sign rental	75 00	75 00
			COUNTY ENGINEERING & OVERHEAD		
			(15% of Estimated Constr. Cost) $2,200.00		

LENGTH _____ MILES

SUB-TOTAL $14,015 00

CONTINGENCIES 5% 785 00

COST _____ PER MILE

TOTAL $14,800 00

MADE BY RDP

APPROVED

Micro Fiched

CHECKED BY

DISTRICT ENGINEER

FORM H-0 1431-1 (2-68)

*INCLUDES CONTRACTOR'S PROFIT
ALL ITEMS ESTIMATED IN PLACE UNLESS OTHERWISE NOTED

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

(1) **Compliance with Regulations:** The contractor will comply with the Regulations of the Department of Commerce relative to nondiscrimination in federally-assisted programs of the Department of Commerce (Title 15, Code of Federal Regulations, Part 8, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

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(2) **Nondiscrimination:** The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 8.4 of the Regulations, including employment practices when the contract covers a program set forth in Appendix A-II of the Regulations.

(3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color or national origin.

(4) **Information and Reports:** The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Bureau of Public Roads to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department, or the Bureau of Public Roads as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Bureau of Public Roads may determine to be appropriate, including, but not limited to,

(a) withholding of payments to the contractor under the contract until the contractor complies, and/or

(b) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the State Highway Department or the Bureau of Public Roads may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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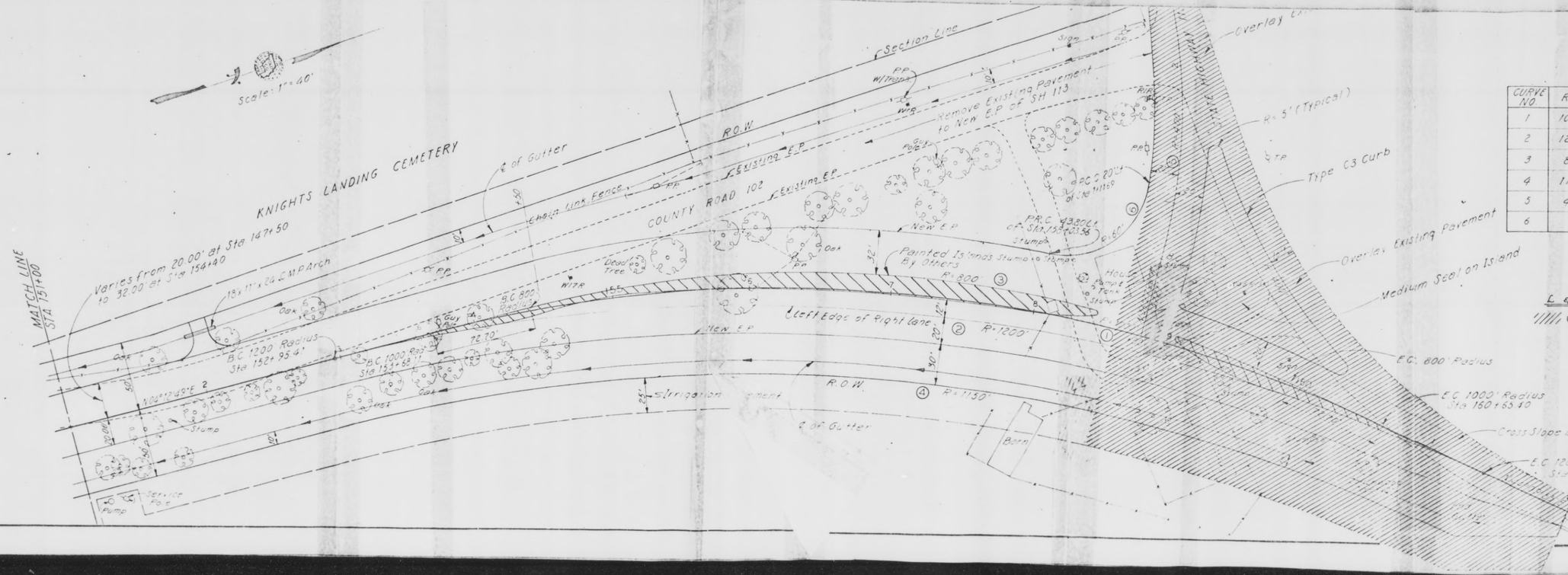
EXHIBIT "A"



CURVE NO.	RADIUS	Δ	LENGTH	TANGENT
1	1000.00'	39°57'06"	697.29'	363.49'
2	1200.00'	"	836.75'	436.19'
3	800.00	"	557.83'	290.79'
4	1150.00'	"	801.88'	418.02'
5	400.00'	33°32'10"	234.13'	120.52'
6	60.00'	94°41'41"	99.16'	65.13'

Legend

//// Cooperative Area

LIMITS OF AGREEMENT

Route 113 - Conform @ Sta. 3+00
Route 113 - Conform @ Bridge
F.A.S. 1196 - Sta. 158+60

3-YOL-113-PM 21.0/21.3

COOPERATIVE AGREEMENT MAP
Route 113 and County Road 102
INTERSECTION IMPROVEMENT

FILED
JUL 22 1968
LAURENCE P. HINIGAN, Clerk
By..... PETE E. LUCAS
Deputy

AGREEMENT NO. 68- 63

THIS AGREEMENT made and entered into this 22nd day of July, 1968, by and between GORDON L. HOWELL and KATHERINE E. HOWELL, hereinafter referred to as OWNERS, and EL MACERO SEWER MAINTENANCE DISTRICT, a sewer maintenance district, hereinafter referred to as DISTRICT,

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. DISTRICT was formed pursuant to the provisions of Health and Safety Code §§ 4860, et seq. to provide for the operation and maintenance of sewage collection and treatment facilities in the El Macero area.

2. OWNERS desire to provide for the collection and treatment of sewage from their real property located outside the boundaries of DISTRICT adjoining Mace Boulevard known as Assessor's Parcel No. 32-140-15, located in the County of Yolo, State of California, and more particularly described as follows:

> All that real property situate, lying and being in the County of Yolo, State of California, more particularly described as follows:
>
> All that portion of the Northeast 1/4 of Section 13, T 8 N, R 2 E, M.D.B. & M., beginning at a point on the East line of Section 13, 1338 feet North from the Southeast corner of the Northeast 1/4 of said Section 13, and running thence South 89° 29 M. West 268 feet; thence South 208 feet; thence North 89° 29 M. East 268 feet to the East line of Section 13; thence along said section line North 208 feet to the point of beginning.
>
> Containing 1.27 acres, more or less.

Micro Fiched

3. OWNERS are willing to pay to DISTRICT a sum that is on a parity with the taxes paid for collection and treatment of sewage by landowners within the boundaries of DISTRICT.

4. OWNERS have already installed at their own expense a connection

from said real property to DISTRICT'S central trunk and have paid to DISTRICT an acreage fee of $800.00.

AGREEMENTS:

1. In consideration of the promises of OWNERS and the acreage fee already paid, DISTRICT agrees to collect and treat sewage from OWNERS' said real property.

Micro Fiched

2. In consideration of the promise of DISTRICT, OWNERS agree as follows:

a. To pay DISTRICT on or before December 10th of each fiscal year a sum equal to the product of that year's tax rate adopted for the maintenance and operation of sewer collection and treatment facilities by DISTRICT and the assessed valuation for that year of OWNERS' said property taxable for sewer collection and treatment purposes.

b. If DISTRICT shall ever levy a tax for purposes other than the maintenance and operation of sewer collection and treatment facilities, the amount of the actual payment shall be computed on the basis of a tax rate that would be required to meet DISTRICT'S budget for sewer maintenance and operation for the year including a reserve for contingencies not in excess of the amount allowed by law.

c. OWNERS agree to be bound by and observe the terms and conditions of ordinances of DISTRICT heretofore or hereinafter enacted as if the property were located within the bounds of DISTRICT.

Micro Fiched

3. This agreement shall be effective upon the first day of July 1968, and shall remain in effect until said real property shall be included within the boundaries of a city or other public agency that has the power to provide sewage collection and treatment service and such city or other public agency shall actually provide such service to said real property.

4. This agreement shall be binding upon the successors in interest

of the parties.

IN WITNESS WHEREOF, OWNERS have executed this agreement and DISTRICT has caused this agreement to be executed by the Chairman of the Board of Supervisors of the County of Yolo, State of California, thereunto duly authorized by the said Board of Supervisors acting as the governing board of the DISTRICT, all as of the date first above written.

Micro Fiched

OWNERS:

Gordon L. Howell

GORDON L. HOWELL

Katherine E. Howell

KATHERINE E. HOWELL

EL MACERO SEWER MAINTENANCE DISTRICT

BY Arthur H. Edmonds

VICE CHAIRMAN OF BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAWRENCE P. HENIGAN, CLERK

BY Pete E. Evans DEPUTY

(SEAL)

Micro Fiched

YOLO COUNTY
AGREEMENT NO. 68-64

FILED
AUG 23 1968
LAURENCE P. HENIGAN, Clerk
By [illegible] Deputy

AGREEMENT FOR DIAGNOSTIC AND TREATMENT SERVICES AND TEMPORARY DETENTION IN RECEPTION CENTERS AND CLINICS OF THE DEPARTMENT OF THE YOUTH AUTHORITY

THIS AGREEMENT, made and entered into this 29th day of July, 1968, at Sacramento, California, by and between the STATE OF CALIFORNIA, through its duly appointed, qualified and acting Director of the Youth Authority, hereinafter called the State, and the COUNTY OF YOLO, hereinafter called the County.

WHEREAS, Section 1752.1 of the Welfare and Institutions Code of the State of California provides that the Director of the Youth Authority may enter into contracts, with the approval of the Director of Finance, with any county of this State upon request of the Board of Supervisors thereof, wherein the Department of the Youth Authority agrees to provide diagnostic and treatment services and temporary detention during the period of study to the County of selected cases of persons eligible for commitment to the Department of the Youth Authority in connection with the operation of the Juvenile Court.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. In any case in which:

   (a) The Court has determined that a minor is a person described by Section 602, Welfare and Institutions Code, or if the Court has determined that a minor is a person described by Section 601 and a supplemental petition for commitment of such minor to the Youth Authority has been filed pursuant to Section 777, Welfare and Institutions Code, and such minor is otherwise eligible for commitment to the Youth Authority, and

   (b) said Court concludes that a disposition of the case in the best interest of the minor requires such observation and diagnosis as can be made at a diagnostic and treatment center of the Youth Authority, and

(c) said Court orders that such a minor be placed temporarily in such a center for a period not to exceed 90 days as authorized by Welfare and Institutions Code Section 704, and orders that the Director of the Youth Authority report to the Court its diagnosis and recommendations concerning the minor within the 90-day period.

The Department of the Youth Authority shall accept such person if it believes that the person can be materially benefited by such diagnostic and treatment services and if the Director of the Youth Authority certifies that staff and institutions are available; provided that no such person shall be transported to any facility under the jurisdiction of the Department of the Youth Authority until the Director of said Department has notified the referring court of the place to which said person is to be transported and of the time at which he can be received.

2. The County shall execute the court order by transporting such person to the facility indicated by the State and returning him therefrom to the court at no expense to the State.

3. The acceptance, temporary detention and delivery of such person shall be in accordance with instructions issued from time to time by the Director of the Youth Authority.

4. The Department of the Youth Authority shall provide diagnostic and treatment services and temporary detention during the period of study to the County for such accepted persons; and the Director of said Department shall, within the 90 days, cause such accepted person to be observed and examined and shall forward to the court his diagnosis and recommendations concerning such minor's future care, supervision and treatment.

5. All such persons while under temporary detention by the Youth Authority pursuant to this contract shall be subject to the rules of the Youth Authority.

6. The County agrees to pay the State the sum of $165.00 for each case studied plus $7.60 per person for each day, or part of a day, of temporary detention,

such costs having been determined by the Director of the Youth Authority to be necessary to reimburse the State for the costs incurred.

The State shall bill the County monthly, by means of itemized statements submitted in triplicate form for any such costs, and the County shall make remittance or payment thereof within thirty (30) days of receipt of any such billing.

Said remittance shall be mailed to:

Department of the Youth Authority
Departmental Accounting Office
State Office Building No. 1
Sacramento, California 95814

7. The period of this Agreement is from JULY 1, 1968 to June 30, 1969, inclusive; provided that the Agreement may be terminated by either party giving 30 days notice in writing.

I hereby certify that all conditions for exemption have been complied with and this contract is exempt from Department of General Services' approval per Exemption Notice No. 403.

STATE OF CALIFORNIA

Allen F. Breed, Director
Department of the Youth Authority

By _____

Title _____

COUNTY OF YOLO

By _____

Title CHAIRMAN, BOARD OF SUPERVISORS, COUNTY OF YOLO, STATE OF CALIFORNIA

NOTE: A certified copy of the resolution of the Board of Supervisors of the County authorizing the execution of this contract is to be attached to the contract.

Approved as to Form
Date JULY 29, 1968
County Counsel
of Yolo County

YOLO COUNTY
AGREEMENT NO. 68-65

FILE
SEP - 4 1968
LAURENCE P. LUNGA, Clerk
By BARBARA A. RODGERS
Deputy

COUNTY-STATE AGREEMENT NO. 17
FEDERAL-AID SECONDARY ROADS

03 District Yolo County

FEDERAL PROJECT S-1196(4)

COUNTY ROAD 102

THIS AGREEMENT, made in duplicate this 5th day of August, 1968, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the STATE OF CALIFORNIA, acting by and through the Division of Highways of the Department of Public Works, hereinafter referred to as "STATE".

WITNESSETH:

WHEREAS, under the provisions of Title 23, United States Code and other Federal-aid Highway Acts Federal funds are authorized to be appropriated for expenditure on a system of secondary roads to be selected by the state highway departments in cooperation with local road officials, and such a system has been selected and Federal funds have been appropriated for expenditure thereon; and

WHEREAS, as provided by the Secondary Highways Act of 1951 (Section 2200 et seq. of the Streets and Highways Code) Federal funds and certain matching monies from the State Highway Fund have been apportioned to County for the construction of the Federal-aid secondary system project selected by COUNTY in cooperation with STATE and described in Exhibit "A" hereto; and

WHEREAS, under Federal Law, STATE is required to enter into an agreement with COUNTY relative to prosecution of the said project and maintenance of the completed work.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I – Contract Administration

1. The project or projects described in Exhibit A, hereinafter referred to as "the project", shall be constructed as provided in this agreement.

2. Construction work shall be performed by contract. STATE shall make final preparations for advertising, advertise and award the contract, and make payments to the contractor as the same become due.

3. The estimated cost of the project is as shown in Exhibit A hereto. A contract for an amount in excess of said estimate may be awarded and project expenditures may exceed said estimate if both STATE and COUNTY concur in the amount of and the necessity for the excess and sufficient money is available to finance same.

4. At any time prior to the scheduled time for bid opening COUNTY may deposit with the Division of Highways its share of the estimated cost specified in Exhibit A in order to permit prompt award of a contract on the basis of the lowest satisfactory bid received. Funds so deposited which are in excess of requirements shall be immediately refunded to COUNTY. In any event, COUNTY shall, within ten days of being notified of the amount of the bid and the proposed financing, deposit with the Division of Highways the amount specified in Exhibit A or such lesser amount as may be required to award a contract on the basis of the lowest satisfactory bid within the estimate.

5. STATE shall exercise general supervision over the work and may assume full and direct control over the project whenever STATE, in its sole discretion, shall determine that STATE's responsibility to the United States so requires.

6. The Congress of the United States, the Legislature of the State of California, and the Governor of the State of California, each within their respective jurisdictions, have prescribed certain employment practices with respect to contract and other work financed with Federal or State funds. COUNTY shall insure that work performed under this agreement is done in conformance with the rules and regulations embodying such requirements where they are applicable. Any agreement or service contract entered into by COUNTY for the performance of work connected with the project shall incorporate Exhibit B attached hereto.

7. All costs properly chargeable to the project but ruled ineligible under Federal-aid Highway Acts shall be paid by COUNTY and shall not be reimbursed by STATE.

8. After completion of all work under this agreement and after all costs are known, any unused COUNTY money shall be refunded. COUNTY monies deposited for preliminary engineering, construction engineering, and contract work shall be considered to be interchangeable, and shortages of COUNTY money in one such category may be made up from unused COUNTY money in another category. When the amount of unused COUNTY money is substantial and there is an unusual delay in determining final costs, STATE shall upon request make an interim refund of the funds known to be in excess.

9. When requested by COUNTY, STATE shall arrange for payment of available project funds for royalties due a property owner for borrow material furnished to the contractor for the project under an agreement between the property owner and COUNTY which has been approved by STATE. A certified copy of such agreement must be filed with STATE.

10. When the project includes work to be performed by a railroad, the contract for such work shall be entered into by COUNTY or by STATE, at COUNTY's option. A contract entered into by COUNTY for such work must have the prior approval of STATE. In either event, COUNTY shall enter into an agreement with the railroad providing for maintenance of the protective devices or other facilities installed under the service contract. At the request of COUNTY, STATE shall make direct payment of project funds to a railroad for work performed under a contract between COUNTY and the railroad.

ARTICLE II – Rights of Way

1. Such rights of way as are necessary for the construction of the project shall be furnished by COUNTY, and no contract for the construction of the project or any portion thereof shall be awarded until the necessary rights of way have been secured. Prior to the advertising of the project COUNTY shall furnish STATE with evidence that necessary rights of way are available for construction purposes or will be available by the time bids are opened.

2. The furnishing of rights of way as provided for herein includes, in addition to all real property required for the improvement, free and clear of obstructions and encumbrances, the payment of damages to real property not actually taken but injuriously affected by the proposed improvement. COUNTY shall pay from its funds the cost of acquiring rights of way and any costs which arise out of right of way litigation, or out of delays to the contractor because utility facilities have not been removed or relocated, or because rights of way have not been made available to the contractor for the orderly prosecution of the work.

3. When STATE has determined that COUNTY's right of way acquisition procedures meet Federal requirements, COUNTY may claim reimbursement from Federal and available State matching funds for expenditures to purchase rights of way specified in Exhibit "A".

ARTICLE III – Engineering

1. "Preliminary engineering" as used herein includes all preliminary work related to the project, including but not restricted to preliminary surveys and reports, laboratory work, soil investigations, preparation of plans, design, and advertising. "Construction engineering" as used herein includes actual inspection and supervision of construction work, construction staking, laboratory and field testing, field reports and records, estimates, final reports, and allowable expenses of employees engaged in such activities.

2. Preliminary and construction engineering costs included in the estimate contained in Exhibit A may be financed with project funds. The remainder of such costs shall be financed by COUNTY without reimbursement. Unless otherwise agreed, Federal funds shall not participate in the cost of engineering. When preliminary engineering or construction engineering costs incurred by COUNTY are to be financed with project funds, STATE shall reimburse COUNTY for services performed on the basis of the actual cost thereof to COUNTY, including compensation and expense of personnel working on the project, required materials, and automotive expense, provided, however, that COUNTY shall contribute its general administrative and overhead expense. Payments for such services shall be made by STATE upon receipt of invoices from COUNTY prepared in such form and supported by such detail as may be prescribed by STATE.

3. Unless the parties shall otherwise agree in writing, COUNTY's employees shall perform all engineering work. When preliminary or construction engineering for the project is performed by STATE, charges therefor shall include an assessment on direct labor costs in accordance with Section 8755.1 of the State Administrative Manual. The portion of such charges not financed with Federal funds or State-supplied matching funds shall be paid from funds of COUNTY deposited in advance for the purpose.

ARTICLE IV – Miscellaneous Provisions

1. This agreement shall have no force or effect unless and until the project is approved by the United States, nor shall any of the Federal and State matching funds provided herein be expended unless and until the Federal Government has agreed and is obligated to reimburse STATE in full for the amount of Federal funds to be expended.

2. In the event that the project is programmed on a stage construction basis, COUNTY shall complete the project to its final stage, with or without Federal aid, at such time as traffic or other conditions warrant and in a manner satisfactory to STATE. Should the work covered by this agreement involve a bridge without approaches, within a period of two (2) years after completion of the bridge COUNTY shall cause such approaches to be constructed, with or without Federal aid, to design standards acceptable to STATE.

3. The cost of maintenance performed by COUNTY forces during any temporary suspension of the work may be charged to County funds in the project if such are available therefor.

4. (a) Neither STATE nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, County shall fully indemnify and hold STATE harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this agreement.

(b) Neither COUNTY nor any officer or employee thereof, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction not delegated to COUNTY under this agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, State shall fully indemnify and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction not delegated to COUNTY under this agreement.

5. Auditors of STATE and the United States shall be given access to COUNTY's books and records for the purpose of checking costs paid or to be paid by STATE hereunder.

6. Upon accpetance of the completed project by the awarding authority, or upon the contractor being relieved of the duty of maintaining and protecting certain portions of the work, COUNTY shall maintain the project or such portions of the work in a manner satisfactory to STATE. If, within ninety days after receipt of notice from STATE that the project or any portion thereof is not being properly maintained, COUNTY has not remedied the conditions complained of to STATE's satisfaction, STATE may withhold the programming of further Federal-aid secondary projects of COUNTY until the project shall have been put in a condition of maintenance satisfactory to STATE.

7. The maintenance referred to in the preceding paragraph includes not only the preservation of the general physical features of the roadway, roadside, and surfacing, but also all safety and regulatory features, devices and appurtenances built into the project, and none of said safety features, devices and appurtenances shall be removed, eliminated or decreased in effectiveness without the prior approval of STATE. Safety features to be maintained include a roadside clear of utilities and other obstructions or features which may be a hazard to a motorist who inadvertently leaves the traveled way. No utility pole, tower, or other obstruction shall be placed within the right of way without the prior approval of governing body of the jurisdiction in which the project is located and, where clearances to the traveled way are less than those prescribed by STATE, without prior approval of STATE.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized officers.

STATE OF CALIFORNIA
Department of Public Works
Division of Highways

J. A. LEGARRA
State Highway Engineer

By _____
Deputy State Highway Engineer

Approval Recommended:

_____
District Engineer

_____
City and County Projects Engineer

Approved as to Form and Procedure:

_____
Attorney, Department of Public Works

COUNTY OF YOLO

By _____
Chairman, Board of Supervisors

ATTEST: LAURENCE P. HENIGAN
Clerk, Board of Supervisors

By _____ DEPUTY

Approved as to Form

Dated August 6, 1965

William Beckman, Deputy
County Counsel
of Yolo County

ARTICLE V – Project Location and description of work proposed:

Location: FAS Project S-1196(4), County Road 102 between 0.4 mile south and 0.6 mile north of County Road 24 and between County Road 14 and State Highway 113 south of Knights Landing.

Description of work: Construct two-lane road by grading, placing base and paving. Net Length 2.0 miles.

ARTICLE VI – Proposed Project funding:

Cost:			
Preliminary Engineering by State			$ 4,000
Contract Items		$213,041	
Supplemental Work		7,882	
Subtotal		$220,923	
Contingencies		11,077	
Contract Total			232,000
Construction Engineering by State			7,000
TOTAL			$243,000

Financing:

FAS Funds	$130,724
State Matching Funds	88,844
County Funds deposited	4,000
County Funds or other funds which may become available	19,432

EXHIBIT B

ARTICLE VII – Nondiscrimination Provisions:

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

(1) Compliance with Regulations: The contractor will comply with the Regulations of the Department of Commerce relative to nondiscrimination in federally-assisted programs of the Department of Commerce (Title 15, Code of Federal Regulations, Part 8, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 8.4 of the Regulations, including employment practices when the contract covers a program set forth in Appendix A-II of the Regulations.

(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color or national origin.

(4) Information and Reports: The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Bureau of Public Roads to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department, or the Bureau of Public Roads as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Bureau of Public Roads may determine to be appropriate, including, but not limited to,

(a) withholding of payments to the contractor under the contract until the contractor complies, and/or

(b) cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the State Highway Department or the Bureau of Public Roads may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

45771 YOLO COUNTY
AGREEMENT NO. 68-69

AGREEMENT
FOR ALLOCATION OF STATE AID TO COUNTIES FOR COUNTY VETERAN SERVICE OFFICER
No. 53

THIS AGREEMENT, made and entered into this first day of July, 1968 at Sacramento, County of Sacramento, State of California, by and between State of California, through its duly elected or appointed, qualified and acting DIRECTOR, DEPARTMENT OF VETERANS AFFAIRS, hereinafter called the State, and THE COUNTY OF YOLO, hereinafter called the Contractor.

WITNESSETH:

WHEREAS, the Contractor has filed an application for financial aid for County Veteran Service Officer operational costs, under the provisions of Chapter 1493, Statutes of 1945 as amended (Sections 971-972, Military and Veterans Code); and

WHEREAS, it is understood that the County Veteran Service Officer is to assist every veteran of any war of the United States and the dependents of every such deceased veteran in presenting and pursuing such claim as the veteran may have against the United States arising out of war service, and establishing the veteran's right to any privilege, preference, care, or compensation provided for by the laws of the United States or of this State, and that such Veteran Service Officer shall not directly or indirectly charge or receive from the veteran or his dependent any compensation or thing of value for such services except such salary and expenses as provided by the Contractor; and

WHEREAS, the State has reviewed said application and authorized the execution of this agreement;

It is agreed as follows:

THE CONTRACTOR AGREES:

To hire and pay the salaries of the County Veteran Service Officer and such additional employees, if any, as it may deem necessary to perform the duties designated in Section 971 of the Military and Veterans Code, as required for such County Veteran Service Officer's activities of the Contractor for the period July 1, 1968, to and including June 30, 1969, substantially as outlined in the Contractor's application.

"I hereby certify that all applicable statutes, rules, regulations and procedures relating to the execution of this document have been complied with by the Department of Finance."

JAN 2 1969

FILED
JUN 3 1968
LAURENCE P. HERCAN, Clerk
By [illegible] Deputy

To comply with the terms and conditions of the Fair Employment Practices Addendum attached to this contract and bearing for purposes of identification at the lower right hand corner thereof a legend "STD FORM 3 (4/65)".

That this agreement may be terminated by either party on thirty days written notice addressed to the other.

That in the event of any disagreement as to whether expenditures are reimbursable under this agreement, the decision of the State thereon shall be final.

To submit claims to the State, in triplicate, certified by the County Auditor, not later than the last day of the month following each second calendar quarter, for reimbursement for expenditures incurred under this agreement.

To conform to rules, regulations, and standards fixed by the State pursuant to Sections 971 and 972 of the Military and Veterans Code. That reimbursement by the State shall be contingent upon performances by the Contractor of its obligations hereunder.

To permit representatives of the State to inspect the performance of services provided for herein and to examine all facilities and records in connection therewith at any reasonable time.

THE STATE AGREES TO REIMBURSE THE CONTRACTOR

For expenditures incurred and paid in carrying out its obligations hereunder, with the exception of Capital Outlay expenditures as follows:

1. 95 per cent of the salary paid to the County Veteran Service Officer, or $75 per month toward the paymcnt of such salary, whichever is the lesser amount.

2. Each county under the program will:

   a. Receive identical monetary reimbursement for 1968-69 fiscal year as was received during the 1967-68 fiscal year (this applies only to those counties where salary expenses for 1968-69 will meet or exceed the 1967-68 fiscal year level);

b. Receive funds available as the result of reduced expenditures by one or more counties. Such funds will be equitably allocated to counties that have increased budgets.

3. In no event shall the total amount of state funds expended for any county veteran service office exceed $35,000.

Provided, however, that the total amount of reimbursement under this agreement shall not exceed the sum of Five Thousand Six Hundred Two and 00/100 - - - - - - - - - - - - - - - DOLLARS ($ 5,602.00);

In the event additional assistants are employed and their duties are not solely restricted to County Veteran Service Officer activities, salaries as used above shall mean a pro rata of the salaries and retirement contributions, for such assistants, attributable to performance of County Veteran Service Officer functions as described in this agreement.

The Contractor agrees to indemnify and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract. The Contractor shall provide necessary workman's compensation insurance at Contractor's own cost and expense.

In the event this agreement is terminated for any reason, no expenditures incurred by the Contractor for the period subsequent to the date of termination shall be used as a basis for reimbursement hereunder.

It is further agreed that this agreement may be amended by mutual consent of the parties hereto.

All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, registered and postage paid, and addressed as follows: Department of Veterans Affairs, P. O. Box 1559,

JAN 2 1989

Sacramento, California 95807; and to the Contractor, c/o Board of Supervisors at the County Courthouse of the Contractor at its County Seat. The address to which the notices shall or may be mailed to either party may be changed by written notice given by such party to the other, as hereinbefore provided; but nothing herein contained shall preclude the giving of any such notice by personal service.

This agreement is not assignable in whole or in part.

IN WITNESS HEREOF the parties have hereunto set their hand the day and year first written above.

COUNTY OF YOLO

By _____
W. W. CONNER, CHAIRMAN

Title BOARD OF SUPERVISORS

DEPARTMENT OF VETERANS AFFAIRS

_____
Director

_____
Manager
Veteran Services

Approved as to Form
Dated 12-30-68
CHARLES R. MACK
By R K Baker, Deputy
County Counsel of Yolo County

Department of General Services
APPROVED
JAN 16 1969
By ANDREW R. LOLLI, Director
_____
Chief Counsel

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practice Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

(a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

FORM 2—APPROVED BY THE ATTORNEY GENERAL (REV. 9-64)
CONTRACTOR—( )
STATE AGENCY—( )
DEPT. OF GENERAL SERVICES—( )
CONTROLLER—( )

STATE OF CALIFORNIA
STANDARD AGREEMENT

YOLO COUNTY AGREEMENT NO. 58-67

NUMBER 280-Amended II

THIS AGREEMENT, Made and entered into this 25th day of June, 1968, at Sacramento, County of Sacramento, State of California, by and between State of California, through its duly elected or appointed, qualified and acting Chief, Fiscal and Management Services, Div. of Administration (Title of officer acting for State) Department of Public Health (Department or other agency) hereinafter called the State, and

County of Yolo

hereinafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

1. In that certain agreement between this Department and County of Yolo, dated July 1, 1967, and as approved by the State Department of General Services on September 29, 1967.

   a. Paragraph 2 is amended to read as follows:
   "2. The period of this contract shall be from July 1, 1967, through July 31, 1968."

2. All other items of said contract shall remain in full force and effect.

FILED
SEP 25 1968
LAURENCE K. HENIGAN, Clerk
By Barbara Rodgers

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, This agreement has been executed, in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

STATE OF CALIFORNIA

Department of Public Health (Name of State agency)

By [signature]

Chief, Fiscal and Management Services

Division of Administration (Title)

Contractor County of Yolo (If other than an individual, state whether a corporation, partnership, etc.)

By [signature]

CHAIRMAN, BOARD OF SUPERVISORS, COUNTY OF YOLO, STATE OF CALIFORNIA (Title)

10 Cottonwood Street, Woodland, California 95696 (Address)

(Continued on ____ sheets, each bearing name of Contractor)

DO NOT WRITE IN THIS SPACE

Encumbrance Voucher

Department of General Services

APPROVED

SEP 10 1968

By ANDREW R. LOLLI, Director

Asst. Chief Counsel

To Be Charged Against

APPROPRIATION Supplten 128, CH500/67 F.Y. 67/68

FUNCTION OR FUND General

LINE ITEM ALLOTMENT 037-40.1 MG 067 X O.E. ☐ Eq.

Fifth Prog Sup Term Cont's Facilities

	NO BUDGET DATA
Amount of this Estimate	
Unencumbered remainder after posting this estimate to Allotment Expenditure Ledger	
Adjustment increasing encumbrances	
Adjustment decreasing encumbrances	

I Hereby Certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. (After T.B.A. No. ____ or B.R. No. ____)

Signature of Accounting Officer [signature]

Date

1. The State hereby agrees to pay for the services and materials at the times, in the manner and for the consideration, herein expressed.

2. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract. The Contractor shall provide necessary workman's compensation insurance at Contractor's own cost and expense.

3. The parties hereto agree that the Contractor, and any agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

4. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

5. This agreement is not assignable by Contractor either in whole or in part.

6. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

7. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

8. Contractor shall not be allowed or paid travel or per diem expenses unless set forth in this agreement.

Approved as to Form
Date JUN 13 1968

County Counsel of Yolo County

FORM 2—APPROVED BY THE ATTORNEY GENERAL (REV. 8-64)
CONTRACTOR (1)
STATE AGENCY (2)
DEPT. OF GENERAL SERVICES (3)
CONTROLLER (4)

STATE OF CALIFORNIA
STANDARD AGREEMENT

YOLO COUNTY AGREEMENT NO. 68-68

NUMBER E-135-68

THIS AGREEMENT, Made and entered into this ____ day of ____, 1968, at Sacramento, County of Sacramento, State of California, by and between State of California, through its duly elected or appointed, qualified and acting

Chief Engineer and General Manager (Title of officer acting for State) — The Reclamation Board (Department or other agency)

hereinafter called the State, and

COUNTY OF YOLO

hereinafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

A. Contractor shall:

1. Perform the necessary striping and signing of the reconstructed portions of County roads which are a part of the Sacramento River Bank Protection Project, Unit No. 19, at Site Mile 42.5 and 36.8 Right, Sacramento River.

2. Supervise the work described above; provided, however, that the State shall also have the right to inspect said work from time to time as it may see fit.

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, This agreement has been executed, in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

STATE OF CALIFORNIA

THE RECLAMATION BOARD (Name of State agency)

By A. E. McCOLLAM

Chief Engineer and General Manager (Title)

Contractor COUNTY OF YOLO (If other than an individual, state whether a corporation, partnership, etc.)

By W W Comm

CHAIRMAN, BOARD OF SUPERVISORS, COUNTY OF YOLO, STATE OF CALIFORNIA

203 Lincoln Avenue

Woodland, California 95695 (Address)

(Continued on 1 sheets, each bearing name of Contractor)

DO NOT WRITE IN THIS SPACE

To Be Charged Against

Appropriation Chap. 430/68, Item 366F F.Y. 1968-69

Function or Fund General

Line Item Allotment Sacramento River Bank Protection Project, Unit 19 ☐ O.E. ☐ Eq.

Amount of this Estimate	400 00
Unencumbered remainder after posting this estimate to Allotment Expenditure Ledger	466,569 62
Adjustment increasing encumbrance	
Adjustment decreasing encumbrance	

I Hereby Certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. (After T.B.A. No. ____ or B.R. No. ____)

Signature of Accounting Officer

1. The State hereby agrees to pay for the services and materials at the times, in the manner and for the consideration, herein expressed.

2. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract. The Contractor shall provide necessary workman's compensation insurance at Contractor's own cost and expense.

3. The parties hereto agree that the Contractor, and any agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

4. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

5. This agreement is not assignable by Contractor either in whole or in part.

6. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

7. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

8. Contractor shall not be allowed or paid travel or per diem expenses unless set forth in this agreement.

9. Standard Form #3 is hereby made a part of this Contract.

Approved as to Form
Dated AUG 13 1958

County Counsel of Yolo County

B. State shall:

1. Reimburse the Contractor for the actual costs incurred in performing the services required above; provided, however, that any additional or supplemental work which is ordered by the Contractor under the terms of its said contract shall be paid by State only if State, or its authorized representative, gives prior approval for the accomplishment of such additional or supplemental work. The total amount to be expended under the provisions of this agreement shall, under no circumstances, exceed four hundred dollars ($400.00).

C. The Contractor may bill the State from time to time as the work progresses, but not more frequently than once per month. The State will make payments for amounts so billed within ten (10) days of receipt of proper invoices in triplicate, provided that the work performed satisfactorily conforms to the terms of this agreement. All invoices and statements shall be submitted in triplicate with a detailed statement of the items for which payment is being sought. The State is authorized to audit the books and records of the Contractor at any time during the period of construction and, thereafter for two (2) years from the date of final payment hereunder to determine the accuracy of invoices submitted.

D. Contractor shall complete all of the work required hereunder on or before June 30, 1970.

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practice Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

   (a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

   (b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

Book

San Francisco, Calif.
August 4, 1968.

AGREEMENT NO. 68-69

FILED
AUG 19 1968
LAURENCE P. HERRIGAN, Clerk
By PETE E. LUCAS Deputy

PRIOR OCCUPANCY AGREEMENT.

This is in reference to that certain lease, dated July 17, 1968, on 621-23 Main Street, Woodland, California, between Isabel L. Conrad, Landlord, and County of Yolo, Calif., Tenant.

I hereby agree to give prior occupancy of the demised premises, prior to September 1st, 1968, free of rent.

Yolo County accepts these said premises as tenantable, provided said tenant shall be bound by all other terms of the said lease, during said prior occupancy.

If and when the tenant accepts such prior occupancy, the tenant shall order on all utilities in their name.

Isabel L. Conrad,
Landlord.

Isabel L. Conrad

Agreed: August 19,1968.
W.W. Conner, Chairman,
Board of Supervisors
County of Yolo
State of California.

APPROVED AS TO FORM
Date:

County Counsel of Yolo County

YOLO COUNTY
AGREEMENT NO. 68-70

CONTRACT FOR AUDITING SERVICES

THIS CONTRACT, executed in quintuplicate, between the State Board of Equalization (hereinafter called the Board) and the County of YOLO (hereinafter called the County) is made pursuant to Government Code section 15624. It is the desire of the Board to furnish, and the County to receive, auditor and appraisal personnel to aid the County in making postaudits for purposes of property taxation.

IN CONSIDERATION of the following promises and conditions, the parties hereby agree:

1. THAT the Board, during the fiscal year ending June 30, 19 69, will furnish personnel to make postaudits of property of assessees mutually agreed on by the parties. All services hereunder will terminate on or before this date.

2. THAT County will pay the Board for services rendered and hereby warrants that funds are available from which payment may be made.

3. THAT this contract is subject to sections 8755 and 8755.1 of the State Administrative Manual, which sections are attached hereto and incorporated herein by reference.

4. THAT the Board will not provide, and the County will not pay for, services exceeding a maximum aggregate cost of $7,000.00. The Board makes no claim concerning, and is not responsible for providing, any minimum amount of service.

5. THAT the maximum set in paragraph 4 may be exceeded upon written agreement of the parties to the extent the County will warrant additional funds are available to pay for additional services.

6. THAT the Board will bill the County monthly for services performed during the preceding month. The County will pay promptly in accordance with its normal payment procedures.

7. THAT any information obtained by Board employees in the course of an audit is confidential information and remains confidential when turned over to the County. Such information shall not be disclosed except as provided by Revenue and Taxation Code sections 408 and 451.

8. THAT this contract may be terminated by either party by giving seven days' written notice. Notice may be served in person or by mail on the officers and at addresses shown below and is effective when received. During the seven-day period, the Board may continue with audits then in progress, but shall not begin new ones.

IN WITNESS WHEREOF, we set our hands this 19th day of August, 19 68.

COUNTY OF YOLO

Address Yolo County Courthouse
Woodland, California.

By W.P. Conner

W.P. Conner

Title Chairman of the Board of Supervisors, County of Yolo State of California.

STATE BOARD OF EQUALIZATION
1020 N Street,
Sacramento, California 95814

By _____
Executive Secretary

PT-47

ACCOUNTING FOR REFUNDS (Renumbered 2/65) 8745.4

The refunds will be abated to the appropriation current for the period of usage for which the claim is being filed.

FEDERAL MOTOR VEHICLE FUEL TAX (Renumbered 2/65) 8745.5

The State is exempt from Federal Excise Tax on motor vehicle fuel.

CONTINGENT REFUNDS UNDER AGREEMENTS FOR INSTALLATION OF UTILITY SERVICE LINES (Revised & Renumbered 2/65) 8750

It is common in agreements with utility companies for installation of service lines to provide for refunds to the State in the event that other consumers later be connected to the utility line serving the state agency. The right of refund is usually for a ten year period and is limited to the total amount of the payment under the agreement.

Accounting control over these contingent receivables will be maintained in memorandum accounts of the agency. When such agreements are negotiated, the contingent account receivable will be recorded in the accounts for the total amount of the installation cost as set forth in the contract. Copies of the agreements can be filed as the subsidiary detail of the contingent receivables account.

The Office of Architecture and Construction will furnish the agency a copy of each agreement providing for refunds negotiated by that office in connection with the construction contracts.

Contingent receivables will be recorded in memorandum accounts by the following entry:

Dr. Contingent Accounts Receivable
Cr. Reserve for Contingent Accounts Receivable

Refunds received during the term of the agreement will be remitted to the State Treasury as abatements to the appropriation from which the installation cost was paid, or if that appropriation has reverted, as refunds to reverted appropriations. At the time the abatements are recorded, entries will be made to reduce the balances in Accounts No. 164 and 350 and the above memorandum accounts.

Upon expiration of the agreement the agency will check with the utility company to determine whether it is entitled to any further refund. Then any unrefunded balance will be cancelled by debiting Reserve for Contingent Accounts Receivable and crediting Contingent Accounts Receivable.

CHARGES FOR SERVICES TO OTHER THAN STATE AGENCIES (Revised 8/67) 8755

Many state agencies are authorized to perform services for individuals, firms, corporations, other governmental jurisdictions, etc. and charge for them at cost. Charges for such services will include all appropriate costs. (See Section 8755.1.) In order to maximize interest earnings, services provided will be billed for promptly. Progress billings will be made for services provided over an extended period.

In situations where charges are made for services to the Federal Government or other governmental jurisdictions, agencies will, if possible, arrange for advances rather than subsequent reimbursements. (Where an agency makes expenditures from a state fund -- such as the General Fund -- and later has that fund reimbursed by a federal or other trust fund in the State Treasury, it will at least assure that moneys are received by the trust fund from the jurisdiction served by the time the expenditures are made from the state fund -- rather than by the later date -- often a month later -- that the state fund computes the charges and bills the trust fund.)

COST ELEMENTS INCLUDED (Revised 8/67) 8755.1

The following costs will be included in developing charges for such services unless otherwise specified by law:

1. Direct Costs:

   a. Identifiable salaries and wages incurred in rendering the service, computed at the rates prescribed in Section 8740 and 8740.1.

   b. Identifiable operating expenses incurred in rendering the service, such as the cost of materials, travel expenses, pool car rental expense, long distance toll charges, etc.

   c. Charges for other than incidental use of major equipment, such as heavy road and construction equipment, vehicles, punched card and data processing equipment, etc. at rates per mile, hour, etc. based upon costs of ownership, maintenance, and operation.

2. Overhead Costs:

Proportionate shares of unit, bureau, division, and department administrative, supervisory, and executive expense and indirect clerical expense, including expense for salaries and wages; state expense for employee retirement, social security, health benefits, and Workmen's Compensation; and general operating expenses.

The amount of overhead costs to be allocated to each direct labor hour worked by a unit may be computed by:

a. Prorating the actual or estimated annual bureau, division, and department overhead to the unit concerned in the ratio that the total actual or estimated annual salaries and wages expense of the unit bears to the total actual or estimated annual salaries and wages expense of all units.

b. Adding the amount determined in (a) above to the actual or estimated annual unit overhead of the unit concerned.

c. Dividing the sum determined in (b) above by the total actual or estimated number of working hours during the year (at 1,824 hours per employee) for all employees of the unit except administrative, supervisory, or executive personnel. Department executive and administrative expense normally will include the expense of boards; the executive office; and the accounting, personnel, legal, business management, statistical, and similar units.

3. Other Costs:

Costs not paid by the agency. Normally special fund agencies are charged for General Fund services and the use of General Fund facilities. Therefore, such costs for special fund agencies normally will be included under Overhead Costs. Agencies supported from the General Fund, however, do not pay for several types of state expense that are borne by the General Fund. Pursuant to Government Code Section 11010, agencies supported from the General Fund must include in their charges for services to other than state agencies a charge for the following costs not paid by the agency which are not included in Direct Costs or Overhead Costs above:

a. General administrative pro rata charges.

b. A proportionate share of the liability insurance premiums related to agency-owned motor vehicles.

c. Attorney General's services. (Each department's cost for this service will be furnished upon request by the Department of Justice Accounting Office.)

ACCOUNTING (Revised & Renumbered 2/65) 8755.2

The reimbursements will be accounted as appropriation reimbursements of the appropriation to the agency current at the time the service was performed. The fact that these reimbursements will include reimbursements of some costs not paid by the agency will be considered in budgeting.

CHARGES FOR INTER-AGENCY SERVICES (Revised & Renumbered 2/65) 8760

Section 11256, Government Code provides in part that state agencies furnishing inter-agency services shall charge for such direct and indirect costs as may be approved by the Director of General Services.

COST ELEMENTS INCLUDED (Revised & Renumbered 2/65) 8760.1

Charges for inter-agency services will include the following costs:

1. Identifiable salaries and wages incurred in rendering the service, computed at the rates prescribed in Sections 8740 and 8740.1.

2. Identifiable operating expenses incurred in connection with rendering the service such as materials, travel expenses, and equipment rentals.

3. Proportionate shares of applicable costs not specifically identifiable with the service performed.

4. Proportionate shares of administrative overhead.

408. Assessor's records. (a) Except as otherwise provided in subdivisions (b) and (c) any information and records in the assessor's office which are not required by law to be kept or prepared by the assessor are not public documents and shall not be open to public inspection.

(b) The assessor shall permit an assessee of property to inspect at the assessor's office any information and records, whether or not required to be kept or prepared by the assessor, relating to the appraisal and the assessment of his property, except information and records which also relate to the property or business affairs of a person other than the assessee unless ordered to do so by a competent court in a proceeding initiated by a taxpayer seeking to challenge the legality of his assessment.

(c) The assessor shall disclose information, furnish abstracts or permit access to all records in his office to law enforcement agencies, the county grand jury, the board of supervisors or their duly authorized agents, employees or representatives when conducting an investigation of the assessor's office pursuant to Section 25303 of the Government Code, the State Board of Equalization and other duly authorized legislative or administrative bodies of the state pursuant to their authorization to examine such records.

History.—Added by Stats. 1941, p. 2961, in effect June 6, 1941. Stats. 1961, p. 2809, in effect September 15, 1961, added "(a) Except as otherwise provided in subdivision (b)" and subdivision (b). Stats. 1966, p. 659 (First Extra Session), in effect October 6, 1966, added the reference to subdivision (c) to subdivision (a), added the last clause referring to court order to subdivision (b), and added subdivision (c).

The words "kept or prepared" in this section are not synonymous, and even though not prepared by the assessor, an affidavit submitted to claim a welfare exemption, which is retained in the assessor's records is "kept" by the assessor for the purposes of this section and is open to public inspection. *Gallagher v. Boller*, 231 Cal. App. 2d 432.

451. Information held secret. All information required by the assessor or furnished in the property statement shall be held secret by the assessor. The statement is not a public document and is not open to inspection, except as provided in Section 408.

History.—Stats. 1966, p. 661 (First Extra Session), in effect October 6, 1966, deleted "public" before the word "inspection", and added "except as provided in Section 408."

Disclosure in response to subpena.—This section probably precludes the disclosure of information or the production of the property statement in response to a subpena as well as in other ways. See Code of Civil Procedure, Section 1985, subdivision (5), and *In re Valencia Condensed Milk Co.*, 249 Fed. 319.

An affidavit submitted to an assessor to claim a welfare exemption is voluntarily submitted, is a document separate from the property statement, and is not confidential under this section. *Gallagher v. Boller*, 231 Cal. App. 2d 432.

/ YOLO COUNTY
/ AGREEMENT NO. 68-71/

CALIFORNIA STATE DEPARTMENT OF PUBLIC HEALTH

Project No: MG-06F
Contract No: 132

Migrant Health Project Grant Agreement

This agreement is made and entered into this 1st day of August, 1968 at Berkeley, California, by and between the State of California, through its Department of Public Health, hereinafter called the State, and the Yolo County hereinafter called the Contractor.

WITNESSETH: WHEREAS, the Congress of the United States, through the Public Health Service of the Department of Health, Education and Welfare, has made a grant to the State of California to assist in improving health services for domestic agricultural migratory workers and their families, including the establishment and operation of family health service clinics; and

WHEREAS, local health departments and other public agencies, or nonprofit private agencies, institutions or organizations in California may qualify for these migrant health funds in support of projects approved by the State, and

WHEREAS, the Contractor has submitted to the State an Application for Migrant Health Project Grant, attached Exhibit B, and

WHEREAS, said application has been approved in its amended form for funding by the State,

NOW, THEREFORE, it is mutually agreed as follows:

1. The Contractor will carry out the services according to attached General Terms and Conditions, marked Exhibit A, and said approved project application, marked Exhibit B, which Exhibits A and B are by this reference made a part hereof.

2. The period of this contract shall be from August 1, 1968 to June 30, 1969.

3. Periodic progress reports and a final report of project operations shall be submitted to the State.

4. State shall reimburse the Contractor not more frequently than quarterly, for actual expenditures in accordance with the budget herein contained, upon receipt of invoices in triplicate. The total liability of the State under this contract shall not exceed $31,267.

5. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

6. The attached Fair Employment Practices Addendum (standard form 3) by reference hereto is incorporated as part of this contract.

7. Reimbursement for referral services and X-ray and laboratory services shall not exceed the rates contained in the 1964 Relative Value Study and the schedule of maximum allowance for medical and related services approved by the State Department of Finance.

Project No: MG-06F
Contract No: 132

Contractor:

IN WITNESS WHEREOF, this agreement has been executed, in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXX

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH

By _____
William J. Kurtz, Chief, Fiscal and Management Services
Division of Administration

Contractor Yolo County

By _____
CHAIRMAN, BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA
(Title)

P. O. Box 1157, Woodland, California
(Address) 95695

Approved as to Form
Date _____

County Counsel of Yolo County

DO NOT WRITE IN THIS SPACE

Item 135, CH 430/68 1968-69
037-40.1 MB 06F General
Amount of this Estimate $ 31,267.00
Health Program for Farm Workers' Families
I hereby certify upon my own personal knowledge that budgeted funds are available for this encumbrance (After Revision No. _____)

_____
Accounting Officer

Department of General Services
APPROVED
SEP 18 1968
By ANDREW R. LOLLI, Director

2591

Exhibit A

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH

Farm Workers Health Services

General Terms and Conditions

Migrant Health Project Contracts

Contracts for Migrant Health Projects supported by Public Health Service Migrant Health Grant Funds granted to the California State Department of Public Health, and all reimbursements thereunder are subject to the following:

1. USE OF FUNDS

A. Funds may be expended pursuant to the contract only for the purposes specified in the approved attached project application and in accordance with applicable Federal, State and local laws and regulations.

Funds may be used for the following direct costs: salaries and necessary travel expenses of professional, technical and supporting personnel; rental of space (including minor renovations and repairs); purchase of equipment, supplies and services; and such other specifically authorized expenses as may be essential to carry out the project. Where personnel work only part-time on the project, only that portion of their salaries and travel attributable to project operations may be paid from contract funds. Supporting time, salary and travel records must be kept in such instances.

If specifically provided in the approved project application, contract funds may be used for the purchase of medical and dental services provided in family health service clinics and for purposes of experimenting with or demonstrating efficient, effective and economical methods of providing and financing personal health care through group payment arrangements for hospital out-patient clinic services or other types of community health services.

B. The Contractor will assume indirect (overhead) costs incurred in carrying out the project.

C. Funds may not be budgeted or used for the acquisition of land, acquisition or construction of buildings, foreign travel, dues payable to professional societies and organizations, costs of hospitalization or for medical or dental services except as authorized under Paragraph A.

D. Funds used for the purchase of medical and dental services (see Paragraph A) may not be increased or decreased by transfer into or out of any category of the budget, as approved, without a contract amendment. With respect to funds approved for other expenditures it is expected that the distribution of costs between categories of expenditures will follow the approved budget by

the Contractor without specific approval if such transfers in the contract period do not result in a cumulative increase in any budget category of more than 25 percent or $1,000.00, whichever is greater. Where (1) a larger transfer is involved, or (2) a transfer, regardless of the amount, would result in a significant change in the character or scope of the project, an approved amendment must be secured.

E. For work or services performed by any individual under this contract, the Contractor shall not be reimbursed at rates in excess of (1) $18.75 per hour during any 24-hour period, or (2) $150.00 for any 24-hour period, inclusive of Contractor's overhead, profits, and expenses. In addition, the Contractor may be reimbursed for necessary traveling expenses and per diems for food and lodging at rates not to exceed those applicable to State employees under State Board of Control rules.

F. All encumbrances of contract funds must be incurred and supported by a valid encumbering document within the approved contract period, and unless otherwise authorized, liquidated within two years of the date on which the encumbrance was incurred.

2. REIMBURSEMENT PROCEDURES

The State shall reimburse the Contractor not more frequently than quarterly, upon submission of an invoice in triplicate reporting actual expenditures in the same detail as the budget in the project application, and in a form acceptable to the State.

3. FEES

To the extent authorized by State or local law, Contractors may collect fees for health services provided in connection with the operation of the contract and are authorized to use such fees for project operations as approved or amended in addition to the contract funds without amending the contract. Contractors shall be accountable to the State for an amount of funds equivalent to the total of the fees collected in addition to the amount of funds received in payments under the contract. This accountability may be satisfied (1) through the expenditure of such funds (contract expenditures plus fees collected for activity) on the project; (2) through refund of any unexpended funds to the State; or (3) through an equivalent reduction in subsequent State payments for contract expenditures.

4. EQUIPMENT ACCOUNTABILITY

The title to equipment purchased with contract funds will be vested in the Contractor. Equipment so purchased must continue to be accounted for as such after the contract period and must continue to be used for migrant health services; or, if disposed of or transferred to other use, an amount

equivalent to the then value of the equipment must be refunded to the Public Health Service. The State may require as a condition of the contract that highly specialized or expensive equipment purchased from contract funds be made available for use in other migrants' health services elsewhere in California when it is not needed by the Contractor for the purpose for which it was acquired.

5. RECORDS AND REPORTS BY CONTRACTOR

A. The Contractor must maintain necessary program and financial records to facilitate submission of required reports and the conduct of project operations review and fiscal audits.

B. Financial reports will be required quarterly. (A different reporting schedule may be arranged for contracts of short duration.)

A separate fund account shall be maintained for the project, unless subsidiary accounts are maintained to reflect total receipts and expenditures for the project by fund source and object classification. A separate control by source and object classification shall be maintained to record such data. Expenditures reported for the project shall include any obligations incurred within the contract period. These accounts, supporting invoices, warrants, records of fees collected, payrolls, etc., shall be retained until the Federal and/or State fiscal audit is completed and any questions arising from it resolved. Records adequate for the identification and location of property purchased in whole or in part with contract funds also shall be maintained.

6. SITE VISITS AND AUDITS

A. The State may arrange for site visits by State and Federal representatives for the purpose of reviewing and evaluating project operations.

B. Fiscal audit will be made by representatives of the State and/or the Federal Government, and Contractors will receive a report of their findings. For auditing purposes, all records (see Paragraph 5) must be accessible to these representatives.

7. TERMINATION OF CONTRACTS AND REPAYMENT OF CONTRACT FUNDS

A. In the event a Contractor fails to comply with State and Federal law, regulations, or these terms and conditions, or fails to carry out the project as approved and pursuant to the contract, the State may, on reasonable notice to the Contractor, withhold further payments and terminate the contract.

B. Any unencumbered balance in or due the contract account, as determined by audit, at the termination of the contract must be refunded to the State.

8. PUBLICATION, COPYRIGHT, AND PATENT POLICIES

A. In the absence of stated specific conditions to the contrary, the Contractor may publish information about the operations and findings of the contract without prior approval from the State. However, it is requested that authors acknowledge State and Federal funds by including the following note:

> This (project or study) was supported in part by a Migrant Health Project Grant from the Public Health Service to the California State Department of Public Health.

The Contractor is requested to furnish to the State, whenever possible, thirty reprints of publications which derive from, describe or analyze the findings resulting from contract operations.

B. Unless there are specific conditions to the contrary, the author of a book or material which is to be published privately, and which will include information on the project operations may copyright the work and proceed with publication as if the State and Federal Governments had not supported the project.

C. If any invention arises or is developed in the course of the work aided by the contract, the Contractor will refer to the California State Department of Public Health and the Public Health Service for determination whether patent protection on such invention should be sought, and how the rights in the invention, including rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest. The term "invention" includes, but is not limited to, improvements or discoveries, including innovations (or the new use) of a process, art, or method, machine, and manufacture or composition of matter.

9. CIVIL RIGHTS ACT OF 1964

The Contractor agrees that he will comply with the Civil Rights Act of 1964 (P. L. 88-352) to the end that, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in; be denied the benefits of, or be otherwise subjected to discrimination under any program or activity which is supported by Federal Funds. In the event of non-compliance such Federal Funds will be withheld until compliance can be assured. Invoices will certify that services performed under this contract have been provided in compliance with Civil Rights Act of 1964.

DEPARTMENT OF
HEALTH, EDUCATION, AND WELFARE
PUBLIC HEALTH SERVICE
BUREAU OF STATE SERVICES (COMMUNITY HEALTH)
WASHINGTON, D.C. 20201

TO BE COMPLETED BY PHS
DATE RECEIVED
PHS ACCOUNT NUMBER
GRANT NUMBER MCH-615.R

APPLICATION FOR HEALTH SERVICES PROJECT GRANT

1. PROGRAM

- ☐ CANCER CONTROL
- ☐ COMMUNITY HEALTH SERVICES
- ☐ MIGRANT HEALTH SERVICES
- ☐ MENTAL RETARDATION
- ☐ NEUROLOGICAL AND SENSORY DISEASE SERVICES
- ☐ TUBERCULOSIS CONTROL
- ☐ VACCINATION ASSISTANCE
- ☐ VENEREAL DISEASE CONTROL
- ☐ OTHER (Specify)

2. PROJECT TITLE

MATERNAL CARE & HEALTH SUPERVISION OF FAMILIES OF MIGRANT WORKERS

3. NAME AND ADDRESS OF APPLICANT ORGANIZATION

Yolo County Health Department
P.O. Box 1157
Woodland, California 95695

4. NAME, TITLE, AND ADDRESS OF PROJECT DIRECTOR

Herbert Bauer, M.D.
Public Health Director and
Director of Mental Health
P.O. Box 1157
Woodland, California 95695

TELEPHONE NO.: 662-3341, Ext. 250

5. NAME AND TITLE OF AUTHORIZED OFFICIAL

J. Dudley Stephens, Chairman
Yolo County Board of Supervisors

TELEPHONE NO.:

7. TYPE OF APPLICATION

- ☐ INITIAL
- ☐ CONTINUATION
- ☒ RENEWAL
- ☐ REVISION

8. PROJECT PERIOD REQUESTED OR APPROVED
FROM THROUGH

9. PAYEE (Name, Title, and Address)

County of Yolo

TELEPHONE NO.: 662-3241

10. GENERAL LEVEL OF SUPPORT REQUESTED

PORTION OF PROJECT PERIOD	FROM	THROUGH	AMOUNT
01	7-1-68	6-30-69	$ ~~30,332.00~~
02			
03	Amount appvd 31,267.00		
04			
05		TOTAL	$ ~~30,332.00~~

11. APPLICANTS' CERTIFICATION: The undersigned accept, as to any grant awarded, the obligation to comply with the terms and conditions in the Health Services Project Grants Manual; the undersigned agree to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the Regulation issued pursuant thereto and state that the Assurance of Compliance with such Regulation (Form HEW-441) which has previously been filed by the applicant, or is attached, applies to this project; the undersigned also certify that they have no commitments or obligations, including those with respect to inventions inconsistent with Department regulations. (42 CFR, Part 8)

SIGNATURE OF AUTHORIZED OFFICIAL	DATE	SIGNATURE OF PROJECT DIRECTOR	DATE
		[signature]	11-2-67

12. STATE HEALTH OFFICER'S RECOMMENDATION

I recommend this application be:

- ☐ APPROVED
- ☐ DISAPPROVED

SIGNATURE	DATE

13. REGIONAL HEALTH DIRECTOR'S RECOMMENDATION

I recommend this application be:

- ☐ APPROVED
- ☐ DISAPPROVED

SIGNATURE	DATE

RESERVED SPACE (1)

☆ U.S. GOVERNMENT PRINTING OFFICE: 1965 O-771-031

FORM APPROVED
BUDGET BUREAU NO. [illegible]

TOTAL (transfer forward from page 2)			
D. EQUIPMENT			
SUB-TOTAL	$	$	$
E. OTHER			
SUB-TOTAL	$	$	$
F. REQUESTED FROM PHS — 1. CASH GRANT			$
F. REQUESTED FROM PHS — 2. DIRECT ASSISTANCE			$
G. TOTAL DIRECT COSTS OF PROJECT	$ 46,097.00		$

14. INDIRECT COSTS

A. ☐ NO INDIRECT COST ALLOWANCE REQUESTED

B. AN INDIRECT COST ALLOWANCE REQUESTED AT THE FOLLOWING RATE:

	INITIAL OR RENEWAL	CONTINUATION
1. ESTABLISHED RATE OF _____ %		
2. PROVISIONAL RATE OF 20%		
3. PROVISIONAL RATE OF _____ %		

14c. FOR PHS USE ONLY

ADC	
RATE	
PDCA	
TDC	
PHS TOTAL	

15. SOURCES OF OTHER FUNDS (Identify "FEES" separately)

Yolo County

TOTAL	$

PAGE 3 (PAGES 2)

☆ U.S. GOVERNMENT PRINTING OFFICE: 1969—

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practice Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

(a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

FILED
OCT - 8 1968
LAURENCE P. HENIGAN, Clerk
By, Barbara Bolyard Deputy

YOLO COUNTY
AGREEMENT NO. 68-72

03-Yol-80,880

FREEWAY MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into, in triplicate this 26th day of August, 19 68, by and between the State of California, acting by and through the Transportation Agency, Department of Public Works, Division of Highways, hereinafter for convenience referred to as "State", and the County of Yolo, hereinafter for convenience referred to as "County", witnesseth:

WHEREAS, on October 18, 1965, July 17, 1961, and August 7, 1967, Freeway Agreements were executed between the County and the State relating to the development of those portions of State Highway Routes 80 and 880, within the limits of the County of Yolo as a freeway, and

WHEREAS, under the provisions of said Freeway Agreements, the County agreed to certain adjustments in the County road system, and for the carrying of certain roads over or under or to a connection with the freeways, and

WHEREAS, the State and County have heretofore entered into a Freeway Maintenance Agreement dated August 3, 1959, relating to that certain portion of State Highway Route 80 in the County of Yolo between the Yolo Causeway and the Tower Bridge, and

WHEREAS, the plan of Route 80 Freeway is now being revised in certain particulars and it is desirous that a new Freeway Maintenance Agreement be entered into, and

WHEREAS, said freeway has now been or is nearing completion, and the parties mutually desire to clarify the division of maintenance responsibility as to separation structures, and County roads or portions thereof, and landscaped areas, within the freeway limits.

NOW THEREFORE, IT IS AGREED:

1. This Agreement will supersede the portion of the Freeway Maintenance Agreement dated August 3, 1959, covering the section of State Highway Route 80 between the Yolo Causeway and Jefferson Boulevard.

The remaining portion of highway between Jefferson Boulevard and the Tower Bridge has been redesignated as State Highway Route 275 and will remain covered by the Maintenance Agreement dated August 3, 1959.

2. ROADWAY SECTIONS

The County will maintain, at County expense, all portions of County roads and appurtenant structures and bordering areas, as indicated on the attached maps marked Exhibit "A" and made a part hereof by this reference.

3. VEHICULAR OVERCROSSINGS

The State will maintain, at State expense, the entire structure below the top of the concrete deck surface, exclusive of any bituminous surface treatment thereon. The County will maintain, at County expense, the top of the concrete deck surface, together with any bituminous surface treatment thereon, and all portions of the structure above the concrete deck surface, and shall perform such other work as may be necessary to insure an impervious and otherwise suitable surface. The County will also maintain all traffic service facilities provided for the benefit or control of County road traffic.

4. VEHICULAR UNDERCROSSINGS

The State will maintain the structure proper. The roadway section, including the traveled way, shoulders, curbs,

sidewalks, walls, drainage installations and traffic service facilities, and all water lines except those incased within the walls, deck, or floor of the structure, will be maintained by the County.

5. LEGAL RELATIONS AND RESPONSIBILITIES

Nothing in the provisions of this Agreement is intended to affect the legal liability of either party to the contract by imposing any standard of care respecting the maintenance of State highways different from the standard of care imposed by law.

It is understood and agreed that neither the State, the Department, nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the County under or in connection with any work, authority, or jurisdiction delegated to the County under this Agreement for Maintenance. It is also understood and agreed that, pursuant to Government Code Section 895.4, the County shall fully indemnify and hold the State harmless from any damage or liability occurring by reason of anything done or omitted to be done by the County under or in connection with any work, authority, or jurisdiction delegated to the County under this Agreement.

It is understood and agreed that neither the County nor any officer or employee thereof, is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the Department under or in connection with any work, authority, or jurisdiction not delegated to the County under this Agreement for Maintenance. It is also understood and agreed that, pursuant to Government Code Section 895.4, the Department shall fully indemnify and hold the County harmless from any damage or

liability occurring by reason of anything done or omitted to be done by the Department under or in connection with any work, authority, or jurisdiction not delegated to the County under this Agreement.

6. EFFECTIVE DATE

This Agreement shall be effective upon the date of its execution by the State, it being understood and agreed, however, that the execution of this Agreement shall not affect any preexisting obligations of the County to maintain designated areas pursuant to prior written notice from the State that work in such areas, which the County has agreed to maintain pursuant to the terms of the Freeway Agreements, has been completed.

STATE OF CALIFORNIA
TRANSPORTATION AGENCY
DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS

J. A. LEGARRA
State Highway Engineer

Approval Recommended:

R E Biggs
Asst. District Engineer

By _____
Deputy State Highway Engineer

Maintenance Engineer

COUNTY OF YOLO

By _____
Chairman, Board of Supervisors

Approval as to Form:

_____
Attorney for Department

ATTEST: LAURENCE P. HEWIGAN
County Clerk

BY _____ Deputy
(SEAL)

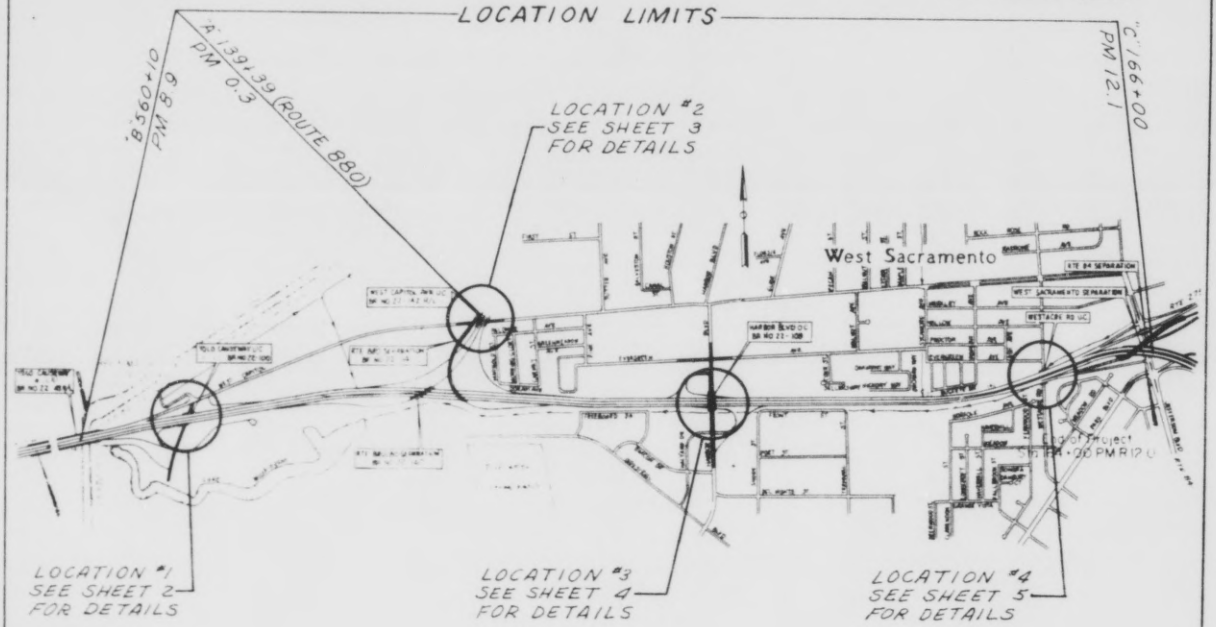
_____
Attorney

STATE HIGHWAY

In Yolo County, Between the Yolo Causeway and Jefferson Boulevard

DIST	CO.	RTE	P.M. / P.M.	SHEET OF SHEETS
03	Yol	80,880	8.9 / 12.1	1 / 5

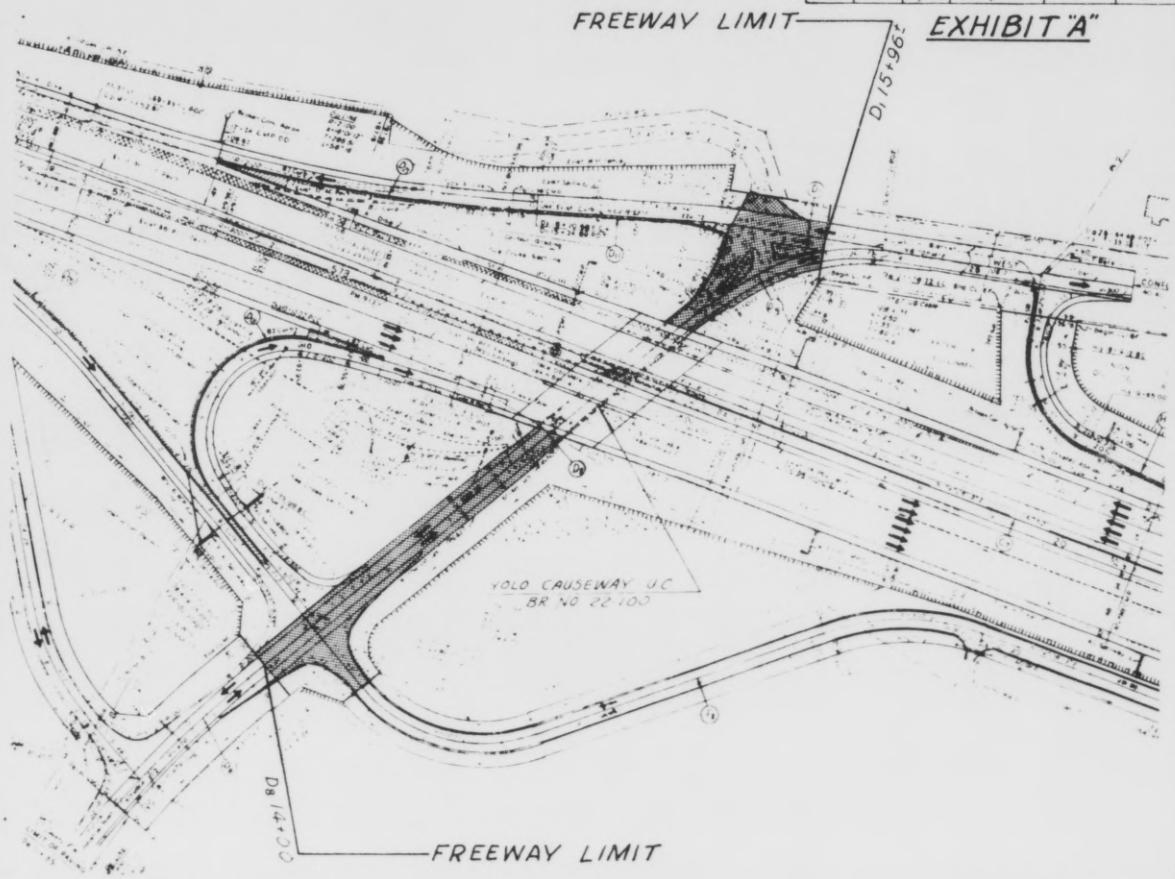
EXHIBIT "A"



VICINITY MAP
FREEWAY MAINTENANCE
AGREEMENT

DIST	CO.	RTE	PM / PM	SHEET	OF SHEETS
03	Yol	80	8.9/12.1	2	5

EXHIBIT "A"

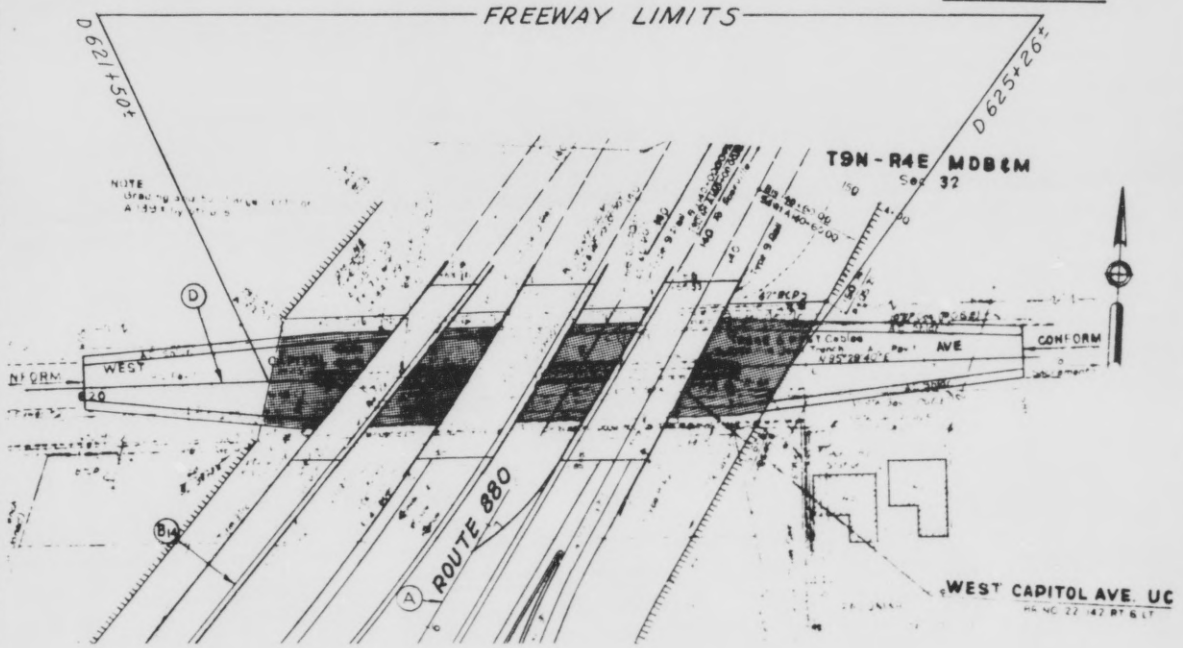


AREA TO BE MAINTAINED BY COUNTY

LOCATION #1

DIST	CO.	RTE	PM / PM	SHEET OF SHEETS	
03	Yol	80,880	8.9 / 12.1	3	5

EXHIBIT "A"

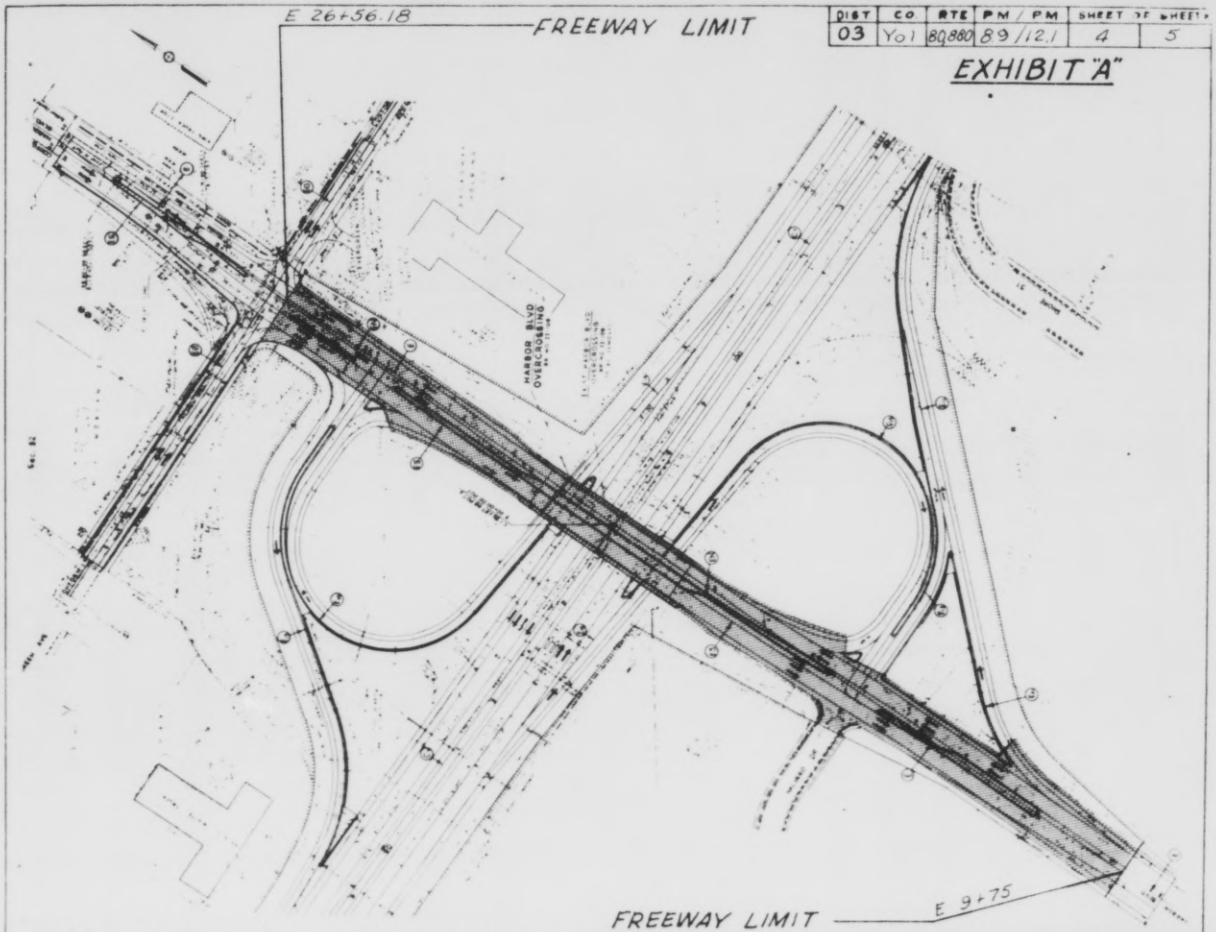


AREA TO BE MAINTAINED BY COUNTY ▭

LOCATION #2

DIST	CO	RTE	PM / PM	SHEET	OF SHEETS
03	Yol	80,880	8.9 / 12.1	4	5

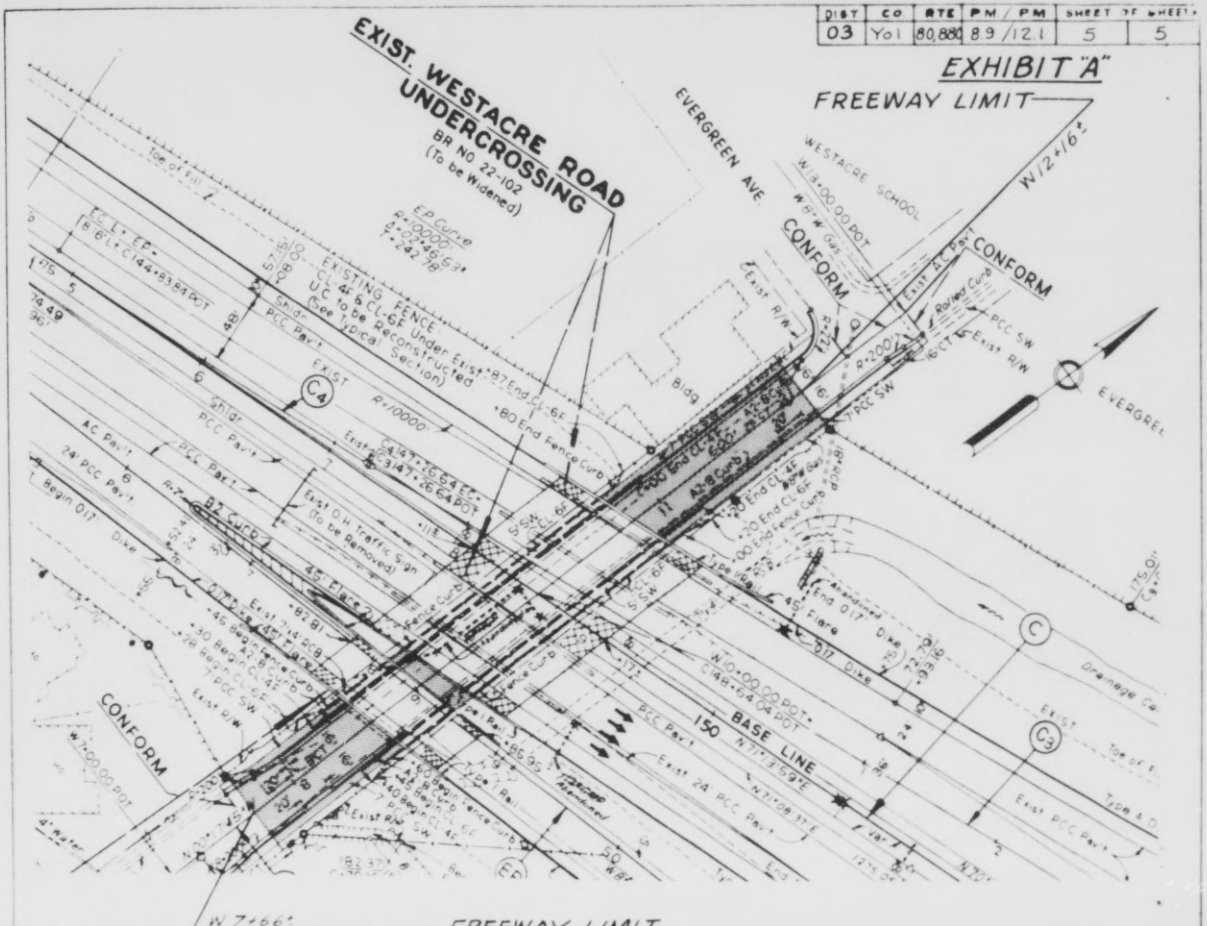
EXHIBIT "A"



LOCATION #3

DIST	CO	RTE	PM / PM	SHEET OF SHEETS	
03	Yol	80,880	8.9 /12.1	5	5

EXHIBIT "A"


EXIST. WESTACRE ROAD UNDERCROSSING
BR NO 22-102
(To be Widened)
FREEWAY LIMIT
EVERGREEN AVE.
WESTACRE SCHOOL
CONFORM
CONFORM
CONFORM
EVERGREE
BASE LINE
Bldg
Exist R/W
Exist 24 PCC Pavt
Exist PCC Pavt
Exist 24 PCC SW
Exist O.H. Traffic Sign (To be Removed)
EXISTING FENCE
CL 4F 5 CL-6F
UC to be Reconstructed (See Typical Section)
Under Exist BT End CL-6F
80 End Fence Curb
End CL-6F
End Fence Curb
45 Flare
Amended 917 Dike
Exist Drainage Ca
Exist Top of S
Exist Top A.D.
Exist PCC Pavt
Exist R/W
Exist 24 PCC SW
Exist 24 PCC Pavt
Exist 24 PCC Pavt
Exist PCC Pavt
Exist R/W
Exist 24 PCC SW

XEROX

YOLO COUNTY
AGREEMENT NO. 60-73

206513

Approved as to Form
Date
County Counsel of Yolo County

XEROX SERVICE AGREEMENT

FILED
SEP 1 1 1968
LAURENCE T. HINCKAN, Clerk
By

QTY.	EQUIPMENT
1	720 COPIER/DUPLICATER

XEROX SHALL PROVIDE REPRODUCTION SERVICES TO CUSTOMER AT INSTALLATION ADDRESS AND CUSTOMER SHALL ACCEPT SUCH SERVICES UPON THE TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE.

IN CONNECTION WITH SUCH REPRODUCTION SERVICES, XEROX SHALL INSTALL ITS EQUIPMENT LISTED AT LEFT AT THE INSTALLATION ADDRESS. EQUIPMENT REMAINS PROPERTY OF XEROX WHICH MAY SUPPLY EITHER NEW OR RECONDITIONED EQUIPMENT AT ITS SOLE OPTION.

PAYMENT OF SHIPPING CHARGES, AND FOR THE USE OF EQUIPMENT, SHALL BE IN ACCORDANCE WITH XEROX TERMS AND CONDITIONS FOR SERVICES IN EFFECT AT THE TIME OF USAGE. THESE TERMS AND CONDITIONS ARE SET FORTH IN XEROX PUBLISHED PRICE LIST AS REVISED FROM TIME TO TIME. CUSTOMER SHALL PAY INSIDE DELIVERY CHARGES.

CUSTOMER NAME AND BILLING ADDRESS	INSTALLATION ADDRESS	EQUIPMENT-SHIP TO ADDRESS
DEPT OF PUBLIC WELFARE YOLO COUNTY 20 COTTONWOOD ST. WOODLAND, CALIFORNIA 95695	SAME	

THIS AGREEMENT MAY BE TERMINATED AT ANY TIME BY EITHER PARTY UPON WRITTEN NOTICE OF ☒ FIFTEEN (15) ☐ THIRTY (30) DAYS

CUSTOMER

BY X [signature]

TITLE CHAIRMAN, BOARD OF SUPERVISORS, COUNTY OF YOLO, STATE OF CALIFORNIA

XEROX CORPORATION

BY [signature] EMPLOYEE NO. 602 U

DATE 9-6-68 BRANCH NO. 570.0

INVOICE INFORMATION

PURCHASE ORDER REQUIRED ☐ YES ☒ NO IF YES,

PURCHASE ORDER NUMBER

PERIOD FROM TO

SPECIAL REFERENCE NUMBER

SPECIAL INVOICE FORM REQUIRED ☐ YES ☒ NO

DELIVERY INFORMATION

REQUESTED DELIVERY DATE ASAP

CONTACT Mr. EDWARD CURLEY

PHONE (916) 662-3241 EXT 231

DEFENSE PRIORITY NONE

SUPPLY ORDER

☐ ATTACHED ☐ FOLLOWS ☐ NOT REQUIRED

TAX INFORMATION

TAXABLE AREA ☐ YES ☐ NO

TAX EXEMPT ☐ YES ☐ NO

CERTIFICATE ATTACHED ☐ YES ☐ NO ☐ N/A ☐ PREVIOUSLY SUBMITTED

CUSTOMER

Form No. 43015 Printed in U.S.A.

SERVICE AGREEMENT

Xerox Shall:

Train customer's personnel in the use of equipment.

Keep equipment in good working order in accordance with published service policy in effect at time of request for service.

Assume all responsibility for loss or damage to equipment installed on customer's premises, except for such loss or damage as may be caused by customer's willful act.

Replace defective copies or supplies as its sole obligation with respect thereto.

Customer Shall:

Provide suitable electric service for operation of equipment.

Make available a key operator for training in the use of equipment. Should this assignment change, customer shall inform Xerox immediately.

Submit to Xerox on the last working day of each month a completed meter card provided by Xerox and upon receipt of invoice, pay such amount as is due.

Make no alterations in equipment.

Obtain the written authorization of Xerox prior to any movement of equipment.

Pay for any repairs or replacements made necessary by customer's willful act.

Permit Xerox to remove equipment upon termination.

XEROX

YOLO COUNTY
AGREEMENT NO. 68-74

206516

Approved as to Form
Dated
County Counsel of Yolo County

XEROX SERVICE AGREEMENT

FILED
SEP 16 1968
LAURENCE E. TRIPLETT, Clerk
By: Barbara A. Rodgers

QTY.	EQUIPMENT
1	720 COPIER/DUPLICATOR

XEROX SHALL PROVIDE REPRODUCTION SERVICES TO CUSTOMER AT INSTALLATION ADDRESS AND CUSTOMER SHALL ACCEPT SUCH SERVICES UPON THE TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE.

IN CONNECTION WITH SUCH REPRODUCTION SERVICES, XEROX SHALL INSTALL ITS EQUIPMENT LISTED AT LEFT AT THE INSTALLATION ADDRESS. EQUIPMENT REMAINS PROPERTY OF XEROX WHICH MAY SUPPLY EITHER NEW OR RECONDITIONED EQUIPMENT AT ITS SOLE OPTION.

PAYMENT OF SHIPPING CHARGES, AND FOR THE USE OF EQUIPMENT, SHALL BE IN ACCORDANCE WITH XEROX TERMS AND CONDITIONS FOR SERVICES IN EFFECT AT THE TIME OF USAGE. THESE TERMS AND CONDITIONS ARE SET FORTH IN XEROX PUBLISHED PRICE LIST AS REVISED FROM TIME TO TIME. CUSTOMER SHALL PAY INSIDE DELIVERY CHARGES.

CUSTOMER NAME AND BILLING ADDRESS	INSTALLATION ADDRESS	EQUIPMENT-SHIP TO ADDRESS
YOLO COUNTY	SAME AS BILLING	YOLO COUNTY
DEPT. OF PUBLIC WORKS		DEPT. OF PUBLIC WORKS
203 LINCOLN AVENUE		203 LINCOLN AVENUE
WOODLAND CALIFORNIA		WOODLAND CALIFORNIA
95695		c/o SACRAMENTO VAN & STORAGE 5340 ALTAMA AVENUE SACRAMENTO, CALIF. 95825

THIS AGREEMENT MAY BE TERMINATED AT ANY TIME BY EITHER PARTY UPON WRITTEN NOTICE OF ☒ FIFTEEN (15) ☐ THIRTY (30) DAYS

CUSTOMER COUNTY OF YOLO

BY: X W J Conner

TITLE CHAIRMAN, BOARD OF SUPERVISORS, COUNTY OF YOLO, STATE OF CALIFORNIA

XEROX CORPORATION

BY: B.A. Wittler EMPLOYEE NO. 6020

DATE 9-12-68 BRANCH NO. 570.0

RECORD INFORMATION

PURCHASE ORDER REQUIRED ☐ YES ☑ NO IF YES,

PURCHASE ORDER NUMBER

PERIOD FROM TO

SPECIAL REFERENCE NUMBER

SPECIAL INVOICE FORM REQUIRED ☐ YES ☐ NO

DELIVERY INFORMATION

REQUESTED DELIVERY DATE ASAP

CONTACT MR. HOWARD VAN PEYR

PHONE 662-5241 X 351

DEFENSE PRIORITY NONE

SUPPLY ORDER

☐ ATTACHED ☐ FOLLOWS ☑ NOT REQUIRED

TAX INFORMATION

TAXABLE AREA ☐ YES ☐ NO

TAX EXEMPT ☐ YES ☐ NO

CERTIFICATE ATTACHED ☐ YES ☐ NO ☐ N/A ☐ PREVIOUSLY SUBMITTED

CUSTOMER

Form No. 40155 Printed in U.S.A.

SERVICE AGREEMENT

Xerox Shall:

Train customer's personnel in the use of equipment.

Keep equipment in good working order in accordance with published service policy in effect at time of request for service.

Assume all responsibility for loss or damage to equipment installed on customer's premises, except for such loss or damage as may be caused by customer's willful act.

Replace defective copies or supplies as its sole obligation with respect thereto.

Customer Shall:

Provide suitable electric service for operation of equipment.

Make available a key operator for training in the use of equipment. Should this assignment change, customer shall inform Xerox immediately.

Submit to Xerox on the last working day of each month a completed meter card provided by Xerox and upon receipt of invoice, pay such amount as is due.

Make no alterations in equipment.

Obtain the written authorization of Xerox prior to any movement of equipment.

Pay for any repairs or replacements made necessary by customer's willful act.

Permit Xerox to remove equipment upon termination.

XEROX

INSTALLATION DATA for: 914® COPIER, 420® COPIER & 720* COPIER/DUPLICATOR

ELECTRICAL REQUIREMENTS

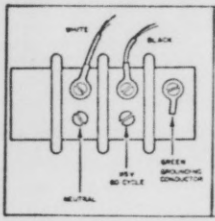
IMPORTANT - Circuit conductors and grounding conductors must be installed in accordance with the local electrical requirements.

Voltage (nominal)	115V, 60-cycle, AC
Range (with machine running)	107V (min), 125V (max)
Phase	Single (2-wire plus ground)
Current* (914/420)	
Running	18.1 AMP (Average)
Motor Load	1.85 AMP
Power Consumption	
Running	2000 watts
Power Factor	94%
Current* (720)	
Running	26.5 AMP (average)
Motor Load	9.4 AMP
Power Consumption	
Running	2900 watts
Power Factor	95%

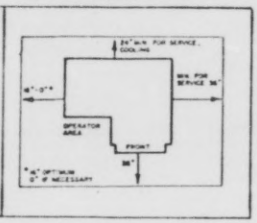
NOTE: Sole use of branch circuit is recommended.

*Overload protection and wiring requirements to be determined by the local electrical code.

INPUT LINE CONNECTIONS



SPACE REQUIREMENTS



VENTILATION STATISTICS

Heat Emitted into Surrounding Air (914/420)	125 BTU per min
(720)	159 BTU per min
Exhaust Fan Air Flow (2-inch opening in rear)	100 CFM
Vacuum Chamber Blower Air Flow (4-inch opening in rear)	100 CFM
Refrigeration Capacity for Adequate Cooling	
(914/420)	5/8 ton (min)
(720)	3/4 ton (Min)

NOTE: Any external venting mechanism must be located at least 12 inches from rear of machine. External venting systems must not exceed 165 cu. ft. per minute capacity.

PHYSICAL REQUIREMENTS

Floor Space Required (min)	7 ft. x 9 ft.
Floor Loading (914/420)	650 lbs.
Floor Loading (720)	660 lbs.

SHIPPING AND HANDLING DIMENSIONS

		Crated	Skidded	Assembled
Weight	720	790 lbs.	740 lbs.	660 lbs.
	914	780 lbs.	730 lbs.	650 lbs.
Dimensions		51 in. wide 51 in. long 42 in. high	51 in. wide 51 in. long 37 in. high	45 in. wide 46 in. long 42 in. high*

*Height can be reduced to 31 inches by removing console island

NOTE: The dimensions are viewed and measured from the normal operating position.

TURNING RADIUS

Doorway Width	Corridor Width Required
32 in.	48 in.

Above dimensions are for machine on dolly; the machine resting on door side.

* Trademark of Xerox Corporation
® Registered Trademark of Xerox Corporation

Xerox 720*
Equipment and Supplies Price List

Effective July 1, 1967

Equipment

Reorder Number	Description	Basic Monthly Use Charge	Meter Charge Unit Copy Charge Per Copy Based on Number of Consecutive Copies from Each Original
181	Xerox 720	$25.00	Mode 1 The first 3 copies are ... $.045 per copy Mode 2 The 4th through 10th copies are ... $.025 per copy Mode 3 The 11th and each successive copy is ... $.015 per copy

Minimum Monthly Charge—In any calendar month there will be a minimum monthly charge of $175.00 for each machine, which includes the $25.00 use charge.

Supplies

Reorder Number	Description	Unit	Price
	Supplies		
8R25	Cleaning Absorbent (4 1-lb. rolls)	per ctn.	$ 8.95
8R27	Film Remover (6 1-qt. cans)	per ctn.	19.95
6R152	914 Toner (8 packages per carton—total net weight, 2 lbs.)		
	1 - 2 cartons ... ($29.00 per lb.) ... $58.00 per carton	13 - 119 cartons ... ($21.75 per lb.) ... $43.50 per carton	
	3 - 4 cartons ... ($26.10 per lb.) ... $52.20 per carton	120 - 149 cartons ... ($20.30 per lb.) ... $40.60 per carton	
	5 - 7 cartons ... ($24.65 per lb.) ... $49.30 per carton	150 cartons up ... ($19.35 per lb.) ... $38.70 per carton	
	8 - 12 cartons ... ($23.20 per lb.) ... $46.40 per carton		

Quantity prices based on one shipment delivered to one location. An additional quantity purchase plan is available—contact your Xerox representative for full details.

Reorder Number	Description	1-11 env.	12 env. and up
8R55	Xerox Document Carrier and Screen (3 per envelope)	$2.50 ea.	$2.25 ea.

Reorder Number	Description	Monthly Use Charge
	Equipment Accessories	
232	Key Control	$15.00

Prices Subject to Change Without Notice

Terms and Conditions

Rental Equipment

1. Execution of Xerox Service Agreement is required prior to shipment of equipment except where blanket contracts are in effect.
2. Monthly minimum charges include: installation, operator training, drums, developer and equipment service.
3. Transportation charges will be paid by Xerox to destination city. Local delivery and rigging charges will be paid by the customer.
4. All supplies shipped F.O.B. delivered, destination city.
5. Terms:
   A. Basic monthly use charges are invoiced in advance and are payable upon receipt of invoice, without discount.
   B. Metered unit copy charges are invoiced post monthly, and are payable upon receipt, without discount.
   C. Supplies—Net 30 days.
   D. There is no minimum monthly charge in any calendar month during which equipment is installed for less than the full month, although the monthly use charge is prorated for such month.
6. Electrical Requirements: 115 Volts A.C. single phase, sole use of 30 ampere circuit.

General Conditions

Xerox will extend meter credit for defective copies and will replace defective supplies without charge as its sole obligations with respect thereto. No returns for credit can be made or meter credit received without prior written approval of Xerox.

*Trademark

Xerox Corporation, Rochester, New York 14603

GO27 6-68

Printed in U.S.A.

YOLO COUNTY
AGREEMENT NO. 68-75

FILED
SEP 23 1968
LAURENCE E. HENSON, Clerk
By: Barbara A. Rodgers

Equipment Agreement

Approved as to Form
Date
County Counsel of Yolo County

AUTHORIZED DEALER agrees to install ____/____ 3M Brand "209" Automatic Dry Photo Copier(s) under the following terms:

PRICE

The customer will pay a monthly equipment use charge of 30.00 for each unit installed. If in any calendar month, MORE than ~~2500~~ copies are made, an additional use charge of none per meter click will be charged. No maximum.

- Supplies (e.g. intermediates or copy paper) will be purchased separately by the Customer and are not included in this agreement.
- AUTHORIZED DEALER will install equipment, provide required maintenance, and supply necessary replacement parts at no additional charge to the customer, excepting repairs and parts damaged by other than normal use.

Installation 35.00

PURCHASE

- If the Customer decides to purchase the equipment within 60 days of installation of each unit, 100% of the use charge paid may be applied toward the purchase price of the equipment. After 60 days, 50% of the use charge paid may be applied against the purchase price up to an amount equal to 50% of the purchase price of the equipment. Purchase price shall be list price as of date of purchase.

PAYMENT

- AUTHORIZED DEALER will invoice the Customer monthly. The invoice will be payable upon receipt without discount.

TERMINATION

- Either party may terminate this agreement by written notice of 15 days.

(All terms and conditions as continued on reverse side of this agreement are a part hereof)

CUSTOMER Yolo General Hospital
BILLING ADDRESS County of Yolo
SHIP TO Same

SALESMAN Z. G. Poiesz
BRANCH Sacramento

LEASED BY COUNTY OF YOLO
TITLE CHAIRMAN, BOARD OF SUPERVISORS
DATE SEPTEMBER 3, 1968

AUTHORIZED DEALER James A. Woods, Mgr
3M Business Products Center
1030 H Street, Sacramento, California

It is agreed that
AUTHORIZED DEALER:

- will train Customer personnel in the use of the equipment.
- will provide machine service during regular service hours: 8:30 A.M. to 5:00 P.M., Monday through Friday (except holidays).
- will retain title to equipment and shall have the right to enter on the premises of the user and take immediate possession of said equipment upon any breach or termination of this agreement.
- liability with respect to property damage or personal injury arising out of or connected with services performed under this agreement, is limited strictly to that imposed by common law, and that there is no contract imposing any greater degree of liability on AUTHORIZED DEALER.

and that the CUSTOMER:

- will provide at his own expense suitable space, facilities, and utilities for proper installation and operation of the equipment.
- will make no alteration to the equipment.
- will obtain written authorization of AUTHORIZED DEALER prior to any movement of the equipment.
- will pay according to AUTHORIZED DEALER established service policy for service requested outside of regular service hours.
- will pay any and all taxes levied against the equipment or the use thereof during the term of this lease.
- will forward the completed meter card for each unit to AUTHORIZED DEALER on the last working day of each month.

AGREEMENT NO. 68-76

FILED
SEP - 4 1968
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

AMENDED LEASE AGREEMENT

CUBIC CORPORATION, 9233 Balboa Avenue, San Diego 23, California, as LESSOR, and COUNTY OF YOLO, c/o County Clerk, County Courthouse, Woodland, California, as LESSEE, mutually agree as follows:

1. LESSOR shall lease to LESSEE 5 Votronics Vote Counters for a period of three years and three months commencing on 15 April 1966, 6 Vote Counters for a period of one year and nine months commencing on 15 July 1969, and 1 Vote Counter for a period of nine months commencing on 15 April 1971, all Model No. 23P.

2. The rental sums shall be payable in advance, quarterly (i.e., every three months). The first payment in the amount of $14,500.00 shall be due and payable on 15 April 1966, or within 15 days after the delivery of the leased equipment, should delivery not be made on or before the 15th day of April 1966, and will cover the period through July 14, 1966.

3. The next five payments hereunder in the amount of $6646.00 each shall be paid on the 15th day of July, October, January, April and July successively, commencing on July 15, 1966, the last such payment becoming due on July 15, 1967. The next seven payments hereunder in the amount of $6710.00 each shall be paid commencing on the 15th day of October 1967, and on the 15th day of each quarter successively thereafter, the last such payment becoming due on April 15, 1969. The next seven payments hereunder in the amount of $9269.00 shall be paid commencing on the 15th day of July 1969, and on the 15th day of each quarter successively thereafter, the last such payment becoming due on January 15, 1971. The last three payments hereunder in the amount of $2559.00 each shall be paid commencing on the 15th day of April 1971 and on the 15th day of July and October, 1971. Each quarterly rental payment shall become due only in consideration of LESSEE's right to possess and use the leased equipment during the preceding quarter.

4. LESSEE shall pay all transportation costs, both to and from LESSOR's plant. LESSEE, at its option, shall have the right to provide its own transportation of the leased equipment to and from LESSOR's plant so long as LESSOR has been advised sufficiently in advance to accommodate LESSEE.

5. The leased equipment shall be used only by the LESSEE or by operators in its direct employ, and the leased equipment shall not be transferred or delivered or sublet to any person, firm, association, corporation, or governmental agency. Within the physical and geographical confines of the County of Yolo, however, it is understood and agreed that LESSEE may, while maintaining control of both the leased equipment and the operators of the leased equipment, lend or sublease the equipment to local governmental agencies without the necessity for paying any additional rental to LESSOR herein. This exception granted by LESSOR shall not relieve LESSEE of its obligations under this lease, and further, LESSEE expressly hereby agrees that all of its duties and obligations under this lease shall continue and be in full force and effect during the period of any such loan or sublease.

6. This agreement shall not be assigned by the LESSEE, either by its own act, or by operation of law, except with LESSOR's written consent, and any attempted assignment of this agreement shall be null, void, and of no legal effect whatsoever.

7. LESSEE shall provide normal safeguards for the care of the equipment consistent with good engineering practice and maintenance.

8. LESSOR shall, at all times during normal business hours, have the right to enter into and upon the premises where the leased equipment is located and shall be permitted to inspect the equipment to assure itself that LESSEE is complying with the requirements of this lease. LESSEE shall keep LESSOR advised of the location of the leased equipment at all times for the purpose of this paragraph.

9. It is understood and agreed that LESSEE is going to use the said equipment at, and move it to, various different locations during the term hereof. In connection therewith, and in connection with its performance of all the terms and conditions of this lease, LESSEE agrees to hold LESSOR harmless from, and hereby indemnifies LESSOR against, any claim for loss or damage whatsoever, and, further, to hold LESSOR harmless from any penalty for any violation of any Federal, State or local law by LESSEE.

10. The leased equipment at all times shall remain and be LESSOR's sole and exclusive property and the LESSEE shall have no right of property therein, except only the right to use the same upon the conditions herein contained.

11. Should the equipment or its use, or this leasing thereof, be subjected to any taxes, including, but not limited to, Personal Property Taxes, or liens arising from such taxes during the term hereof, LESSEE agrees to assume and pay the same. All notices pertaining thereto and received by LESSOR shall be promptly forwarded to LESSEE for payment and LESSEE agrees to pay the same promptly following receipt thereof, whether forwarded by LESSOR or received directly by LESSEE. If for any reason LESSEE should fail to pay the same following receipt of notice that same is due and the LESSOR is subsequently required to pay the same, LESSEE agrees to promptly reimburse LESSOR following notice and proof thereof.

12. If the LESSEE shall fail to pay any rental or other sums due under this lease or shall fail to observe or perform any other term, condition or provision of this lease, or if any proceeding in bankruptcy, insolvency, reorganization, receivership or assignment for benefit of creditors be instituted by or against LESSEE or its property, and as a result of any of the foregoing LESSEE fails, refuses or is unable to make the payments required of LESSEE or to perform any of the other obligations of LESSEE under the terms of this lease, LESSOR, in addition to any other rights or remedies it may have by law, at its election may (a) without retaking possession of the leased equipment, hold the LESSEE liable for all rents and other sums accrued and unpaid prior to any such default by the LESSEE and for all rents and other sums which shall become due thereafter under the terms of this lease and may recover such sums from the LESSEE from time to time as they become due or at any time thereafter (subject to any applicable statutes or limitation) or (b) retake possession of the leased equipment and either, (i) terminate this lease and the LESSEE's interest in the equipment by giving LESSEE written notice to that effect, in which event the LESSEE shall be liable for all rents and other sums accrued and unpaid prior to such termination, or (ii) without terminating this lease, lease the equipment to a third party for the account of LESSEE and recover monthly from the LESSEE any deficiency between the rents provided for herein and those received from such third party. The LESSOR's election to pursue the remedy provided in clause (b) (ii) above shall not be construed as an election to terminate this lease unless and until the LESSOR gives the LESSEE

written notice to that effect.

13. LESSEE shall not make or allow to be made any changes whatsoever to the leased equipment except by LESSOR or with prior written consent of LESSOR.

14. It is understood and agreed that LESSOR shall not be responsible for any claim or damage whatsoever resulting from failures in operation of the leased equipment whether direct, proximate, consequential or otherwise.

15. LESSEE agrees, at its own expense, to obtain maximum comprehensive coverage for the full value of the leased equipment with a recognized insurer, to name LESSOR as a coinsured, and to provide LESSOR with a true copy of the policy, or endorsement and Certificate of Insurance. LESSEE further agrees at its own expense to have LESSOR included under its Public Liability and Property Damage insurance coverage as a coinsured with regard to the herein leased equipment, or if such be not possible under the terms of said insurance, then LESSEE agrees to obtain such other insurance for the protection of LESSOR as provides not less than $50/100/10 Thousand minimum Public Liability and Property Damage coverage, and, in either case, to provide LESSOR with a true copy of that policy, or endorsement and Certificate of Insurance.

16. Upon termination of the lease as provided in paragraph 12, or its expiration by virtue of the terms hereof either in whole or in part, LESSEE shall forthwith deliver said equipment to LESSOR, at its address as herein stated, or at such other address of LESSOR as LESSOR may designate, within the State of California, complete and in good working order and condition, reasonable wear and tear excepted, and shall pay to LESSOR such sums as are due under the terms hereof, and any other charges that may be due to cover replacement, broken or missing parts at LESSOR's regularly established and then prevailing prices.

17. The terms and conditions of this agreement cannot be waived or altered, except in writing, by an authorized officer of LESSOR.

18. Options are hereby granted by the LESSOR to LESSEE to purchase the equipment which is the subject of this lease. These options are granted and shall be exercisable, provided LESSEE is not in default at the time LESSEE exercises the options to purchase, only at one month prior to the expiration of each of the periods of the term of the lease, as follows:

The purchase price for the Vote Counters shall be as follows:

On the 15th day of April, 1967	(for 5 Vote Counters)	$115,935.00
On the 15th day of April, 1968	(for 5 Vote Counters)	95,530.00
On the 15th day of April, 1969	(for 5 Vote Counters)	72,913.00
On the 15th day of April, 1970	(for 6 Vote Counters)	71,887.00
On the 14th day of April, 1971	(for 6 Vote Counters	42,716.00
On the 14th day of January, 1972	(for 1 Vote Counter)	6,615.00

LESSEE's exercise of the said options to purchase shall be by one month's prior notice thereof, in writing, as aforesaid, sent by registered or certified mail to LESSOR, and shall be effected by delivering into LESSOR's hands LESSEE's check in the full amount of said purchase price on or before the day hereinabove provided, at which time LESSEE will be furnished a Bill of Sale covering said equipment.

LESSEE shall not lose its last right to exercise said options although LESSEE may not have given timely notice of its exercise, unless LESSEE shall fail to exercise the same within 10 days after receipt of written notice from LESSOR to do so and to make prompt payment thereafter.

The options hereinabove granted may be exercised by LESSEE, as aforesaid, with regard to all or part of the leased equipment; for each Vote Counter unit LESSEE desires to purchase on or before 15 April 1969, LESSEE shall pay to LESSOR one-fifth of the purchase price, and for each Vote Counter unit LESSEE desires to purchase commencing after 15 July 1969, but before 15 April 1971, LESSEE shall pay to LESSOR one-sixth of the purchase price (it being understood and agreed that the option rights on the 5 Vote Counters delivered to LESSEE on or about 15 April 1966 expire on 14 April 1971 and, if not by then exercised, LESSEE's right to use the same pursuant to the terms of this agreement thereupon expires and said 5 units shall thereupon immediately be returned to LESSOR in accordance with the provisions of paragraph 4 hereinabove and paragraph 16 hereinbelow), or the price stated for the option exercisable on 14 January 1972 -- for each Vote Counter provided hereinabove and applicable at the date the option is exercised, LESSEE shall be furnished a Bill of Sale therefor, and the subsequent rental payments and option prices shall be decreased in appropriate proportion.

The purchase prices hereinabove set forth include California state and local sales or use tax at the rate of 4% (increased to 5% effective 1 August, 1967), and the rental payments specified in this lease agreement shall also include such sales or use tax if the same shall apply to the lease transaction. In the event that a change should occur in the amount or rate of sales or use taxes applicable to either the lease or purchases, or both, as provided in this lease agreement, then the difference in the amount of such tax actually due shall be promptly paid by LESSEE to LESSOR on receipt of notice if the tax is increased, or refunded by LESSOR to LESSEE if the tax is decreased.

19. In the event during the term hereof any item of the leased equipment is lost, destroyed, or damaged beyond repair, this lease shall thereupon forthwith terminate with respect to such item on payment to LESSOR of any rent then due, owing and unpaid together with the aggregate of the option purchase price payable for the item on the option purchase date next following such loss, destruction, or damage, plus the rental payments payable for such item from the time of such loss, destruction, or damage to said next following option purchase date. LESSEE will receive a credit against the foregoing for the amount, if any, received by LESSOR from the proceeds of the hereinabove provided for insurance.

20. This lease agreement is not and is not to be construed to be a conditional sale or other sales or purchase contract, and is wholly independent of and severable from any warranty, maintenance, service or other agreement or obligation of LESSOR with respect to the leased equipment.

21. This lease agreement shall be binding upon and shall inure to the benefit of the assigns and successors of the respective parties hereto and in the event LESSOR incurs collection expense, including attorneys' fees, in enforcing any payment obligations of LESSEE hereunder, LESSEE agrees to pay a reasonable additional sum for such expense.

22. This agreement shall be construed in accordance with the laws of and shall be deemed to have been executed in the State of California.

23. This agreement, as amended and set forth hereinabove, shall be binding upon execution by both of the parties hereto, and supersedes the original agreement entered into by and between the parties hereto on the 28th day of March, 1966, and its effective date shall be the date affixed hereon by the last signator hereto.

DATED: September 3, 1968

CUBIC CORPORATION, LESSOR

BY _____

Title: Executive Vice President

and

BY _____

Title: Secretary

(SEAL)

DATED: September 3, 1968

COUNTY OF YOLO, LESSEE

BY _____

Title: Chairman, Board of Supervisors, County of Yolo, State of California

ATTEST:

LAURENCE P. HENIGAN, COUNTY CLERK, Ex-Officio Clerk of the Board of Supervisors

BY _____

Title: Deputy

(SEAL)

Approved as to Form
Dated _____
County Counsel
of Yolo County

AGREEMENT NO. 68-77

FILED
SEP - 4 1968
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

AMENDED SERVICE AGREEMENT

This AMENDED AGREEMENT between CUBIC CORPORATION and COUNTY OF YOLO is entered into concurrently with an amended lease agreement for 5, becoming 6, Votronics Vote Counters dated the same date by and between these same parties.

WHEREAS, by separate written agreement the COUNTY OF YOLO did on the 3rd day of September, 1968, enter into an amended lease agreement to lease from CUBIC CORPORATION, a California Corporation, with its principal offices located at 9233 Balboa Avenue, San Diego, California, 5 becoming 6 Votronics Vote Counters, for a total period of five years and nine months, and

WHEREAS, it is necessary for the COUNTY OF YOLO to make provision for the care and maintenance of said leased equipment, and CUBIC is willing and desirous of furnishing said care and maintenance,

NOW THEREFORE, the parties agree as follows:

1. The COUNTY OF YOLO hereby retains and hires CUBIC CORPORATION to service and maintain the said leased equipment, commencing with its delivery to the COUNTY OF YOLO and for a period of not less than five years and nine months thereafter to service and maintain the said leased equipment as more specifically set forth hereinbelow.

2. CUBIC agrees to furnish said care and maintenance for said period as more fully set forth hereinbelow.

3. For the five year and nine month period of this agreement, CUBIC will furnish maintenance on and for the leased equipment, except that for the first two years following the delivery of each increment of the aforementioned leased equipment CUBIC will, as to each said increment, at its own expense, promptly after receiving written notice thereof, repair or, at CUBIC's option, replace each, any, or all of said leased equipment, including all necessary material, parts, and labor, if said machine or machines fail to operate as a result of any defect in the quality or workmanship in their manufacture.

4. To the extent not covered by the foregoing warranty, reconditioning, complete overhaul or replacement parts will be performed or furnished

by CUBIC, at reasonable charges, at the COUNTY's request and the COUNTY agrees to promptly pay for the same in accordance with CUBIC's normal billing procedures.

5. Four service calls per year will be regularly scheduled to suite the COUNTY OF YOLO's convenience, where possible. This agreement will not cover any emergency calls requested during the contract period. All such extra calls will be charged at CUBIC's then current listed rates for labor and travel. When two or more such unscheduled service calls can be covered in one trip, however, travel expenses will be equitably divided among them.

6. All CUBIC service calls will be handled only by trained personnel qualified to handle the inspection, adjustment and repairs necessary to ensure good operating efficiency.

7. This agreement does not cover the repairs of damages caused by accident, fire, water, forces of nature, or unwarranted abuse. Upon written notice from, and request of, COUNTY to repair such damages, at COUNTY's expense, CUBIC agrees to repair or replace said damaged equipment, and COUNTY agrees upon being notified of CUBIC's charges therefor to promptly pay the same.

8. The COUNTY OF YOLO agrees to pay in advance, for the years commencing with the 15th day of April 1968, 1969, and 1970, the sum of $125.00; then for the last six months commencing on 15 July 1971, the sum of $12.50. The aforementioned charges are based upon a charge of $25.00 per counter per year.

   Should the COUNTY OF YOLO purchase any of the 5 or 6, as the case may be, machines being leased concurrently with the execution of this agreement, then and in that case, for each counter so purchased, the total annual service charge will be reduced by $25.00. However, the COUNTY OF YOLO shall have the option at the time it makes any such purchase, as aforesaid, to continue to have said purchased machines serviced under the terms of this agreement.

9. In the event the COUNTY OF YOLO elects to purchase any Votronics Vote Counters from CUBIC outside of the lease, but during the term of the lease, CUBIC agrees to provide for the service of those machines as is provided hereinabove for the leased machines, upon being requested so to do by the COUNTY OF YOLO.

10. CUBIC hereby agrees to defend, at CUBIC's expense, or provide for the defense of, the COUNTY OF YOLO in any litigation instituted against the COUNTY OF YOLO which is based upon a claim of infringement of any United States Letters Patent arising out of the use of the equipment covered by this

agreement, whether such litigation be based upon a claim for damages or injunction, or both. CUBIC further agrees to assume and hold the COUNTY OF YOLO harmless from any monetary damages, if such should be awarded, against the COUNTY OF YOLO in any such litigation.

11. CUBIC agrees to provide training for the COUNTY OF YOLO's designated employees in the proper use and operation of the said leased equipment, and CUBIC further agrees to provide the COUNTY OF YOLO with a sufficient number of manuals covering the procedure for operation of the Votronics Vote Counter, Model No. 23P, as approved by the California State Commission on Voting Machines and Vote Tabulating Devices, for use with the said leased equipment. CUBIC further agrees to furnish the COUNTY with technical support of and for said leased equipment during its use at major elections during the term of this agreement.

12. Upon the purchase by the COUNTY OF YOLO of any of the equipment being leased concurrently with the execution of this agreement, or outside of that agreement, CUBIC, with and for each unit purchased, will provide the COUNTY OF YOLO an operation and maintenance manual, prepared in accordance with CUBIC's normal commercial practices and designed to enable a qualified technician to service and maintain the said leased equipment.

13. To the extent that the equipment covered by this service agreement is lost, destroyed or damaged beyond repair during the term hereof, and the above mentioned lease is terminated on that account, this service agreement shall also to that extent thereupon terminate and any outstanding balances under the terms of this agreement, as between the parties hereto, shall be adjusted, and paid or repaid as the case may be, to the date of such termination.

14. This agreement, as amended and set forth hereinabove, shall be binding upon execution by both of the parties hereto, and supersedes the original agreement entered into by and between the parties hereto on the 28th day of March, 1966, and its effective date shall be the date affixed hereon by the last signator hereto.

Approved as to Form
Date
County Counsel
of Yolo County

DATED: September 3, 1968

CUBIC CORPORATION, LESSOR

BY

Title: Executive Vice President

and

BY

Title: Secretary

(SEAL)

DATED: September 3, 1968

COUNTY OF YOLO, LESSEE

BY

Title: Chairman, Board of Supervisors, ~~County of Yolo, State of California~~

ATTEST:

~~LAURENCE P. HENIGAN, COUNTY CLERK, Ex-Officio Clerk of the Board of Supervisors~~

BY

Title: Deputy

(SEAL)

AGREEMENT NO. 68- 78

(Agreement amending Agreement No. 67-23)

THIS AGREEMENT made and entered into this 16th day of September, 1968, between the DAVIS AMBULANCE SERVICE, SACRAMENTO AMBULANCE SERVICE and SENTINEL AMBULANCE SERVICE, hereinafter referred to as "AMBULANCE SERVICES", and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as "COUNTY",

W I T N E S S E T H:

WHEREAS, Agreement No. 67-23, an ambulance service agreement, was made and dated May 1st, 1967; and

WHEREAS, the parties to said agreement as amended desire to amend Agreement No. 67-23 to extend the authority to request services pursuant to said agreement to proper fire department officers;

NOW, THEREFORE, in consideration of the promises of the parties hereto, it is mutually agreed as follows:

1. COUNTY will pay AMBULANCE SERVICES for all services performed on their part pursuant to this agreement when requested and authorized by one of the following:

a. A member of the Yolo County Board of Supervisors.

b. A member of the California Highway Patrol.

c. The Administrator or Medical Director of Yolo General Hospital and County Physicians who are either full or part time employees of the County of Yolo.

d. Any paid Law Enforcement Officer within the County of Yolo.

e. The Officer in Charge of any City Fire Department

or County Fire Protection District within the County of Yolo.

f. In all cases of emergency where prior authorization cannot be obtained from those persons listed in (a), (b), (c), (d) and (e) above, if the services rendered are subsequently ratified by one of said persons.

IN WITNESS WHEREOF, we have hereunto set our hand the day and year first above written.

COUNTY OF YOLO

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

DAVIS AMBULANCE SERVICE

BY _____

SACRAMENTO AMBULANCE SERVICE

BY _____

SENTINEL AMBULANCE SERVICE

BY _____

Book

FILED
DEC 2 1968
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers

YOLO COUNTY
AGREEMENT NO. 68-79

AGREEMENT

THIS AGREEMENT, made and entered into this 16th day of September by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as the County, party of the first part, and the CALIFORNIA STATE CHAMBER OF COMMERCE, AGRICULTURE AND INDUSTRY, a non-profit corporation organized and existing under the laws of the State of California, hereinafter referred to as the State Chamber, party of the second part,

WITNESSETH:

THAT WHEREAS the Board of Supervisors of the County is, by the provisions of section 26100 of the Government Code of the State of California, authorized to levy a special tax to be used for advertising, exploiting, and making known the resources of the County for the purpose of inducing immigration to and increasing the trade and commerce of the said County, and for advertising, for said purposes, the agricultural, horticultural, viticultural, mineral, industrial, commercial, climatic, recreational, and other resources or advantages of the County; and

WHEREAS the said State Chamber is a non-profit corporation organized for the purpose, among others, of advertising, exploiting, and making known the resources of the various counties of the State, for the purpose of inducing immigration to such counties and increasing the trade and commerce thereof, and advertising the resources of such counties; and

WHEREAS the said Board of Supervisors of the County does not have all the facilities for advertising, exploiting, and making known the resources of the County for the aforesaid purposes and the said Board of Supervisors, in its judgment, believes that the said State Chamber is competent to perform such services for the County, and has determined that a portion of its advertising funds could best be utilized and the purpose for which said funds have been set aside could best be served by engaging the services of said State Chamber to advertise and make known the resources of the County for the aforesaid purposes, and

WHEREAS the said Board of Supervisors of the said County, by ~~resolution~~ Minute Order passed ~~adopted~~ at a meeting of the Board held on the 16th day of September, 1968, did agree to engage the services of the said State Chamber, for the aforesaid purposes, and to compensate said State Chamber for such services from the funds of the County, and did further authorize the Chairman of the said Board of Supervisors to enter into a written agreement to that effect with the said State Chamber,

NOW THEREFORE IT IS AGREED by and between the parties hereto, that during the period from July 1, 1968 to and including June 30, 1969, the said State Chamber has performed and will continue to perform the following services advertising, exploiting, and making known the various resources of the County, for the purpose of inducing immigration thereto and increasing the trade and commerce thereof, namely:

1. Has maintained and will continue to maintain an adequately staffed Economic Development and Research Department which has performed and will continue to perform the following services:

A. Provide basic economic data on all resources of the County, natural, industrial, and agricultural, and make such data available to inquirers, prospective residents, settlers, and business firms.

B. Provide and publish economic survey reports dealing with individual subjects, such as income, population, mineral production, manufacturing, agricultural production, retail trade, and other items showing the comparative standing of the various counties of the State in these respects.

C. Provide information as to sources for suppliers of various California manufactured products and from time to time prepare specific lists of such suppliers and give national distribution to such reports, thus increasing the commerce of various counties, including YOLO COUNTY.

D. In cooperation with the State Chamber's Economic Development Committee, continue to encourage the preparation of Standard Industrial Survey Reports for various communities, and give state and national distribution of such reports when prepared, to individuals and business firms wishing to locate in California, so that such individuals and firms may compare the resources of various areas and counties, including YOLO COUNTY to determine the most desirable plant sites for such businesses.

E. Maintain a Library and Information Service, to answer written and oral inquiries from some several thousand persons and firms each year, thus giving extensive advertising to the resources of the various counties, including YOLO COUNTY.

2. Has maintained and will continue to maintain a Travel and Recreation Department which, through its various activities and publications, assists in the development of recreational resources of all counties, including YOLO COUNTY, and advertises existing recreational resources, as well as any special celebrations or events scheduled to be held in said YOLO COUNTY, in order to attract visitors and increase the trade and commerce of said County.

3. Has maintained and will continue to maintain a Natural Resources Department which, through the activities of its various committees, carries on programs of importance to all counties, including YOLO COUNTY, in the following areas:

A. Protection of forest resources against damage by fire and pests, with resultant protection of watersheds, and sound utilization of such forest resources for lumber production, grazing lands, and recreational areas.

B. Protection of fish and game resources, through sound management, so that such resources may be available to commercial interests and sportsmen and increase travel to the County.

C. Sound development of California's water resources, including the water resources of the County.

4. Has maintained and will continue to maintain an Agricultural Department, to furnish assistance to all counties, including YOLO COUNTY, by the development of sound marketing programs to assist in the marketing of agricultural products, and by assisting in the development of programs for control of agricultural pests, thus increasing the agricultural trade and commerce of the County.

5. Has maintained and will continue to maintain a Highway Department which, through the activities of its committees and the staff assigned to it, has aided and will aid in inducing immigration to said YOLO COUNTY and increase its trade and commerce by promoting improvement of the highways leading into and through said County, and by assisting in presenting the highway problems and needs of said County to representatives of the other counties throughout the state and to state and federal officials, in the interest of exploiting the resources of said County.

IT IS FURTHER AGREED by and between the parties hereto, that the said County, for and in consideration of the performance of the aforesaid and similar services by the said State Chamber, in advertising and exploiting the County's resources for the purpose of inducing immigration to the County and increasing its trade and commerce, does hereby agree to pay to the said State Chamber the sum of FIVE HUNDRED AND NO/100 DOLLARS ($500.00) during the fiscal year 1968-69.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed in duplicate on the day and year first hereinabove written by their officers thereunto duly authorized.

COUNTY OF YOLO

By _____
Chairman, Board of Supervisors

LAURENCE P. HENIGAN
County Clerk and Ex-officio Clerk
Board of Supervisors
By _____ Deputy

CALIFORNIA STATE CHAMBER OF COMMERCE
AGRICULTURE AND INDUSTRY

By _____
President

_____
General Manager

FILED
OCT 28 1968
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers (Seal)

YOLO COUNTY
AGREEMENT NO. 68-80

3-Yol-5
PM 10.9/22.6

SUPPLEMENTAL FREEWAY AGREEMENT

This Agreement made and entered into, in duplicate, this 23rd day of September, 19 68, by and between the State of California, acting by and through the Transportation Agency, Department of Public Works, Division of Highways, hereinafter for convenience referred to as "State", and the County of Yolo, hereinafter for convenience referred to as "County", witnesseth:

WHEREAS, the State and County have heretofore entered into a Freeway Agreement dated December 2, 1963, relating to that certain portion of State Highway Route 5 in the County of Yolo, between County Road 18 south of Yolo and Junction of Route 505; and

WHEREAS, the plan of construction as shown on Exhibit "A" attached to said Agreement has been altered in certain respects since the date of execution of said Agreement; and

WHEREAS, a new plan map has been prepared showing the altered plan of construction;

NOW THEREFORE, IT IS AGREED:

1. That the plan map attached hereto, marked Revised Exhibit "A", shall be substituted for Exhibit "A" attached to the Freeway Agreement dated December 2, 1963, and become a part of said Agreement for all purposes;

2. That except for the substitution of the revised plan map, said Freeway Agreement dated December 2, 1963, shall remain in full force and effect, unmodified by any provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day above first written.

STATE OF CALIFORNIA
TRANSPORTATION AGENCY
DEPARTMENT OF PUBLIC WORKS

JAMES A. MOE
Director of Public Works

APPROVED:

Deputy State Highway Engineer

By _____
J. F. MALONEY
Assistant Director

OCT 16 1968

APPROVED AS TO FORM

Attorney (State)

THE COUNTY OF YOLO
A Body Politic

By _____
Chairman, Board of Supervisors,
County of Yolo, State of California

Approved as to Form
Dated SEP 27 1968
County Counsel of Yolo County

FILED
SEP 27 1968
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

RESOLUTION NO. 68-102

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF YOLO APPROVING SUPPLEMENTAL AGREEMENT REGARDING A FREEWAY ON ROAD 3-YOL-5 BETWEEN COUNTY ROAD 18 SOUTH OF YOLO AND JUNCTION OF ROUTE 505

WHEREAS, a Supplemental Agreement has been presented covering the construction and maintenance of a freeway on road 3-Yol-5 between County Road 18 south of Yolo and the Junction of Route 505.

WHEREAS, the Board of Supervisors has heard read said Supplemental Agreement in full and is familiar with the contents thereof;

THEREFORE, be it resolved by the Board of Supervisors of the County of Yolo that said Supplemental Agreement is hereby approved and Supervisor Conner is directed to sign the same in behalf of the County of Yolo.

Passed and adopted by the Board of Supervisors of the County of Yolo on the 23rd day of September, 1968, by the following vote:

Ayes: Duncan, Edmonds, Espigares, Stephens, Conner.

Noes: None.

Absent: None.

W. W. Conner
Chairman, Board of Supervisors
County of Yolo, California

Attest:

LAURENCE P. HENIGAN
County Clerk and Ex Officio Clerk
of the Board of Supervisors

By _____ Deputy

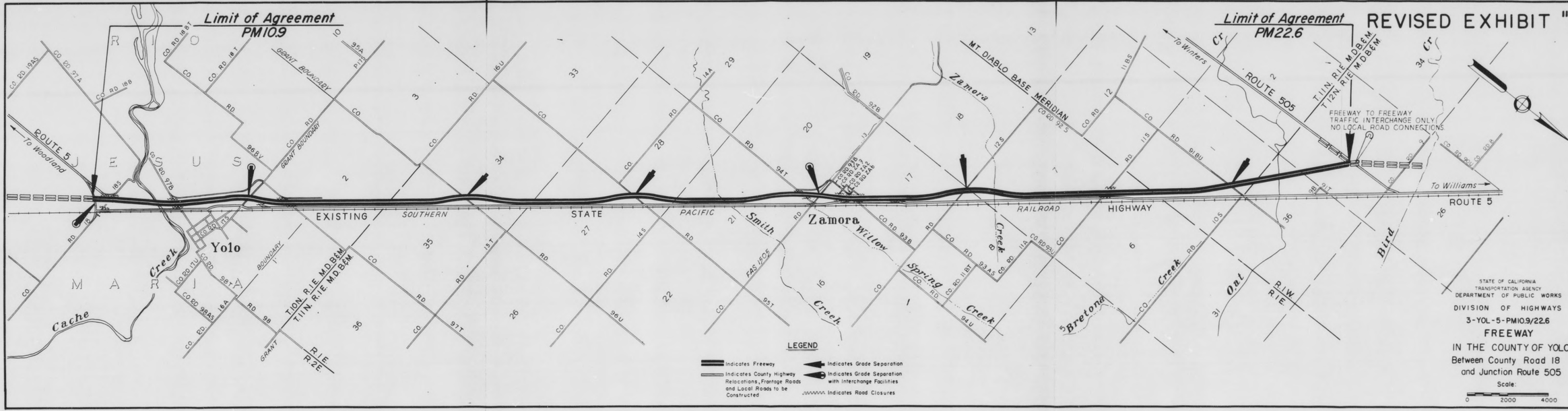
I hereby certify that the foregoing resolution was duly and regularly passed by the Board of Supervisors of the County of Yolo at a regular meeting thereof held SEP 23 1968, 1968.

LAURENCE P. HENIGAN
County Clerk and Ex Officio Clerk
for the Board of Supervisors

By BARBARA A. RODGERS
DEPUTY

(SEAL)

Approved as to form
Dated: SEP 23 1968
County Counsel of Yolo County


Limit of Agreement
PM10.9
Limit of Agreement
PM22.6
REVISED EXHIBIT "A"
ROUTE 5
To Woodland
To Williams
ROUTE 505
To Winters
EXISTING SOUTHERN PACIFIC RAILROAD
STATE HIGHWAY
ROUTE 5
FREEWAY TO FREEWAY
TRAFFIC INTERCHANGE ONLY
NO LOCAL ROAD CONNECTIONS
MT DIABLO BASE MERIDIAN
T11N. R1E. MDB&M.
T12N. R1E. MDB&M.
T10N. R1E. MDB&M.
T11N. R1E. MDB&M.
YOLO
MARIN
Cache Creek
Yolo
Zamora
Willow Creek
Spring Creek
Bird
Oat
Bretond Creek
Smith
GRANT BOUNDARY
BOUNDARY
FAS 1205
LEGEND
Indicates Freeway
Indicates County Highway Relocations, Frontage Roads and Local Roads to be Constructed
Indicates Grade Separation
Indicates Grade Separation with Interchange Facilities
Indicates Road Closures
STATE OF CALIFORNIA
TRANSPORTATION AGENCY
DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS
3-YOL-5-PM10.9/22.6
FREEWAY
IN THE COUNTY OF YOLO
Between County Road 18
and Junction Route 505
Scale:
0 2000 4000

FILED
OCT 28 1968
LAWRENCE P. MORGAN, Clerk
By Barbara Rodgers Deputy

YOLO COUNTY
AGREEMENT NO. 68-81

03-Yol-5 - PM 0.0/7.0

FREEWAY AGREEMENT

THIS AGREEMENT, made and entered into, in duplicate, this 23rd day of September, 1968, by and between the STATE OF CALIFORNIA, acting by and through the Department of Public Works, Division of Highways, hereinafter for convenience referred to as "the State," and the COUNTY OF YOLO, hereinafter for convenience referred to as "the County,"

W I T N E S S E T H :

WHEREAS, the California Highway Commission has adopted a resolution on December 16, 1959, declaring that certain portion of State Highway Route 5 in the County of Yolo between the Sacramento River and Route 113 near Woodland to be a freeway; and

WHEREAS, the State and the County have heretofore executed a Freeway Agreement dated September 4, 1962, and a Supplemental Freeway Agreement dated July 26, 1965, with respect to the portion of said route between the Sacramento River and Route 113 near Woodland; and

WHEREAS, the plan for said freeway has since been revised in certain particulars, with respect to said portion, and a new plan map has been prepared, showing the revised plan of the State as it affects County roads, including provisions for closing County roads, for carrying County roads over or under or to a connection with such freeway for relocation of County roads, and for construction of frontage roads and other local roads:

NOW, THEREFORE, IT IS AGREED:

1. This Agreement supersedes the Freeway Agreement dated September 4, 1962, and the Supplemental Freeway Agreement dated

July 26, 1965, with respect to that portion of Route 5 between Post Mile 0.0 and 7.0. In lieu thereof, the County agrees and consents to the closing of County roads, relocation of County roads, construction of frontage roads and other local roads, and other construction affecting County roads, all as shown on the plan map attached hereto marked Exhibit "A", between the Sacramento River and Route 113 and made a part hereof by this reference.

2. The State in the construction of said freeway will, at the State's expense, make such changes affecting County roads in accordance with the said plan map attached hereto or as the same may hereafter be modified by mutual agreement between the parties hereto. The State may, at the State's expense, install signs, signals and other traffic-control devices at appropriate locations to be determined by the State in order to regulate, warn or guide traffic upon the highways.

3. The State agrees to acquire all necessary right of way as may be required for construction, reconstruction or alteration of County roads and frontage roads, and the County hereby authorizes the State to acquire in its behalf all such necessary right of way.

4. The County will accept control and maintenance over each of the relocated or reconstructed County roads, and the frontage roads and other State constructed local roads on notice to the County Road Commissioner from the State that the work thereon has been completed, except as to any portion thereof which is adopted by the State as a part of the freeway proper. The County will also accept title to the portions of such roads lying outside the freeway limits, upon relinquishment by the State.

5. The grade separations shown on plan map Exhibit "A" will either be underpasses or overpasses as detailed engineering studies may determine will best fit the locality. It is understood between the parties that the right of way may be acquired in sections or units and that, both as to the acquisition of right of way and the construction of the freeway projects, the obligations of State hereunder shall be carried out at such time and for such unit or units of the project as funds are budgeted and made lawfully available for such expenditures.

6. This Agreement may be modified at any time by the mutual consent of the parties hereto, as may become necessary for the best accomplishment through State and County cooperation of the whole freeway project for the benefit of the people of the State and of the County.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals the day above first written.

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS

JAMES A. MOE
Director of Public Works

By _____
J. P. MALONEY
Assistant Director

APPROVED:

_____
Deputy State Highway Engineer

APPROVED AS TO FORM:

_____
Attorney (State)

OCT 16 1958

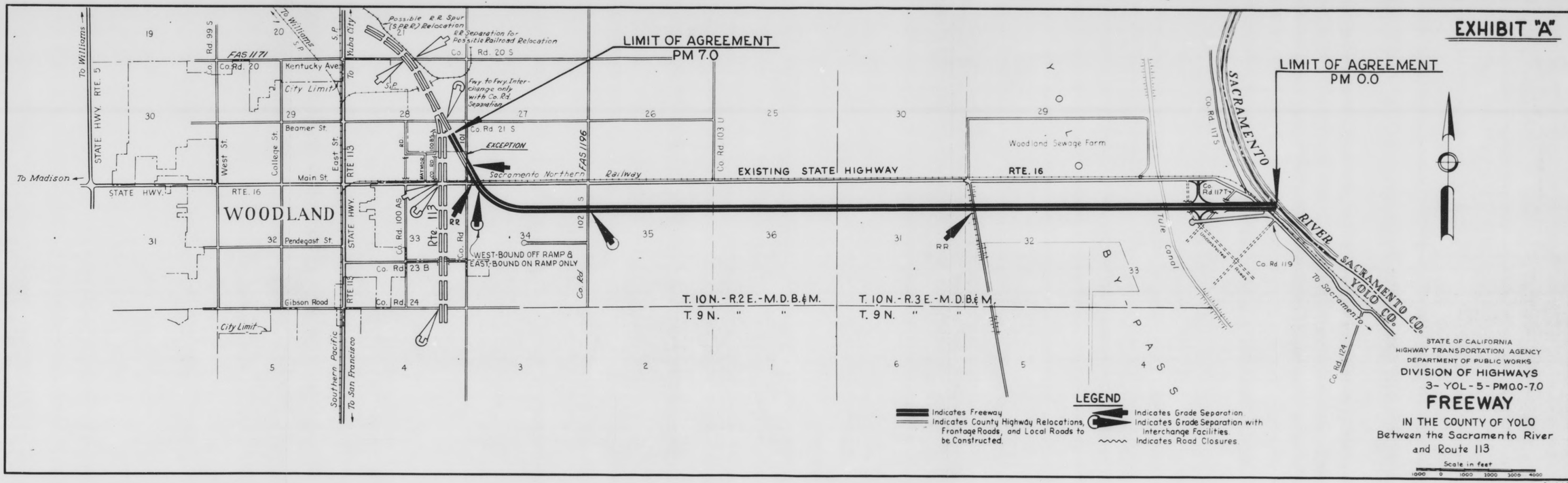
THE COUNTY OF YOLO
A body politic

By _____
Chairman, Board of Supervisors

SEP 27 1958

_____
County Counsel of Yolo County

EXHIBIT "A"


LIMIT OF AGREEMENT
PM 7.0
LIMIT OF AGREEMENT
PM 0.0
EXISTING STATE HIGHWAY
RTE. 16
WOODLAND
To Williams
To Madison
STATE HWY. RTE. 5
STATE HWY.
RTE. 16
FAS 1171
Co. Rd. 20
Kentucky Ave.
City Limit
Beamer St.
Main St.
Pendegast St.
Gibson Road
West St.
College St.
East St.
RTE 113
Co. Rd. 100 AS
Co. Rd. 23 B
Co. Rd. 24
Co. Rd. 21 S
Co. Rd. 20 S
Co. Rd. 102
Co. Rd. 103 U
Co. Rd. 117 S
Co. Rd. 117 T
Co. Rd. 119
Co. Rd. 124
Rte 113
Rd. 99 S
Rd. 101
Rd. 102
Rd. 103
Rd. 104
Rd. 105
Rd. 106
Rd. 107
Rd. 108
Rd. 109
Rd. 110
Rd. 111
Rd. 112
Rd. 113
Rd. 114
Rd. 115
Rd. 116
Rd. 117
Rd. 118
Rd. 119
Rd. 120
Rd.

FILED

SEP 27 1968

LAURENCE P. HENIGAN, Clerk

By _____ Deputy

RESOLUTION NO. 68-103

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF YOLO APPROVING AGREEMENT REGARDING A FREEWAY ON ROAD 03-YOL-5 - 0.0/7.0 BETWEEN SACRAMENTO RIVER AND ROUTE 113 NEAR WOODLAND

WHEREAS, an Agreement has been presented covering the construction and maintenance of a freeway on road 03-Yol-5 between Sacramento River and Route 113 near Woodland,

WHEREAS, the Board of Supervisors has heard read said Agreement in full and is familiar with the contents thereof;

THEREFORE, be it resolved by the Board of Supervisors of the County of Yolo that said Agreement is hereby approved and Supervisor Conner is directed to sign the same in behalf of the County of Yolo.

Passed and adopted by the Board of Supervisors of the County of Yolo on the September 23, 19 68.

AYES: Duncan, Edmonds, Espigares, Stephens, Conner.

NOES: None

ABSENT: None.

W W Conner
Chairman, Board of Supervisors
County of Yolo, California

Attest:

LAURENCE P. HENIGAN
County Clerk and ExOfficio Clerk
of the Board of Supervisors
BY _____ Deputy

I hereby certify that the foregoing resolution was duly and regularly passed by the Board of Supervisors of the County of Yolo at a regular meeting thereof held September 23, 1968.

Approved as to Form
Dated SEP 20 1968
_____
County Counsel of Yolo County

LAURENCE P. HENIGAN
County Clerk and ExOfficio Clerk
for the Board of Supervisors
BY Barbara A. Rodgers
Deputy

FILED
OCT 25 1968
LAWRENCE K. KAHN, Clerk
By Balma A Rodgers

YOLO COUNTY
AGREEMENT NO. 68-82

03-Yol-5 PM 7.0/10.9

FREEWAY AGREEMENT

THIS AGREEMENT, made and entered into, in duplicate, this 23rd day of September, 19 68, by and between the STATE OF CALIFORNIA, acting by and through the Department of Public Works, Division of Highways, hereinafter for convenience referred to as "the State", and the COUNTY OF YOLO, hereinafter for convenience referred to as "the County",

W I T N E S S E T H:

WHEREAS, the California Highway Commission has adopted resolutions on December 16, 1959, declaring those certain portions of State Highway Routes 5 and 113 in the County of Yolo between the Sacramento River and Route 113 near Woodland and between 3/4 mile south of Mullen Crossing and County Road 18 south of Yolo to be freeways; and

WHEREAS, the State and the County have heretofore executed a Freeway Agreement dated September 4, 1962, and a Supplemental Freeway Agreement dated July 26, 1965, with respect to that portion of Route 5 between the Sacramento River and Route 113 near Woodland and a Freeway Agreement dated September 17, 1962, with respect to those portions of Routes 113 and 5 between 3/4 mile south of Mullen Crossing and County Road 18, south of Yolo; and

WHEREAS, the plan for said freeways has since been revised in certain particulars, with respect to said portions, and a new plan map has been prepared, showing the revised plan of the State as it affects county roads, including provisions for closing

county roads, for carrying county roads over or under or to a connection with such freeway for relocation of county roads, and for construction of frontage roads and other local roads:

NOW THEREFORE, IT IS AGREED:

1. This Agreement supersedes the Freeway Agreement dated September 4, 1962, and the Supplemental Freeway Agreement dated July 26, 1965, with respect to that portion of Route 5 between Post Mile 7.0 and 7.1 in the vicinity of its junction with Route 113 and it also supersedes the Freeway Agreement dated September 17, 1962, with respect to that portion of Route 5 between Route 113 and County Road 18, south of Yolo. In lieu thereof, the County agrees and consents to the closing of county roads, relocation of county roads, construction of frontage roads and other local roads, and other construction affecting county roads, all as shown on the plan map attached hereto marked Exhibit "A", between Route 113 and County Road 18 south of Yolo and made a part hereof by this reference.

2. The State in the construction of said freeway will, at the State's expense, make such changes affecting county roads in accordance with the said plan map attached hereto or as the same may hereafter be modified by mutual agreement between the parties hereto. The State may, at the State's expense, install signs, signals and other traffic control devices at appropriate locations to be determined by the State in order to regulate, warn or guide traffic upon the highways.

3. The State agrees to acquire all necessary right of way as may be required for construction, reconstruction or alteration of county roads and frontage roads, and the County hereby authorizes the State to acquire in its behalf all such necessary right of way.

4. The County will accept control and maintenance over each of the relocated or reconstructed county roads, and the frontage roads and other State constructed local roads on notice to the County Road Commissioner from the State that the work thereon has been completed, except as to any portion thereof which is adopted by the State as a part of the freeway proper. The County will also accept title to the portions of such roads lying outside the freeway limits, upon relinquishment by the State.

5. The grade separations shown on plan map Exhibit "A" will either be underpasses or overpasses as detailed engineering studies may determine will best fit the locality. It is understood between the parties that the right of way may be acquired in sections or units and that, both as to the acquisition of right of way and the construction of the freeway projects, the obligations of State hereunder shall be carried out at such time and for such unit or units of the project as funds are budgeted and made lawfully available for such expenditures.

6. This agreement may be modified at any time by the mutual consent of the parties hereto, as may become necessary for the best accomplishment through State and County cooperation of the whole freeway project for the benefit of the people of the State and of the County.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals the day above first written.

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS

JAMES A. MOE
Director of Public Works

APPROVED:

By _____
J. F. MALONEY
Assistant Director

Deputy State Highway Engineer

OCT 16 1968

THE COUNTY OF YOLO
A body politic

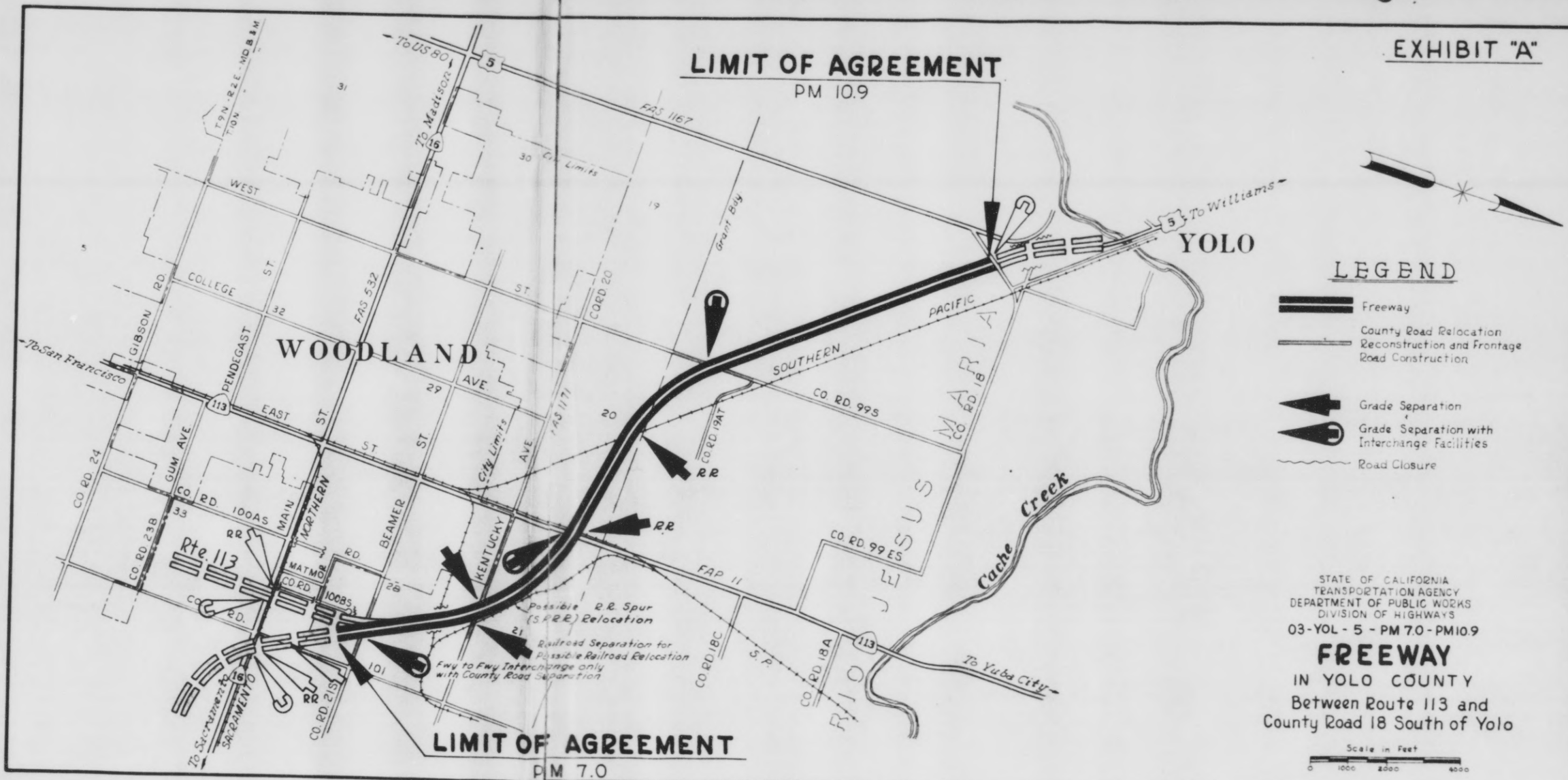
APPROVED AS TO FORM:

By _____
Chairman, Board of Supervisors

Attorney (State)

Approved as to form
Dated SEP 27 1968
By _____
County Counsel of Yolo County

EXHIBIT "A"



LEGEND

- Freeway
- County Road Relocation Reconstruction and Frontage Road Construction
- Grade Separation
- Grade Separation with Interchange Facilities
- Road Closure

STATE OF CALIFORNIA
TRANSPORTATION AGENCY
DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS
03-YOL-5-PM 7.0-PM10.9

FREEWAY
IN YOLO COUNTY
Between Route 113 and
County Road 18 South of Yolo

Scale in Feet
0 1000 2000 4000

Sept 68

FILED

SEP 27 1968

LAURENCE P. HENIGAN, Clerk

By _____ Deputy

RESOLUTION NO. 68-104

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF YOLO APPROVING AGREEMENT REGARDING A FREEWAY ON ROAD 03-YOL-5 - 7.0/10.9 BETWEEN ROUTE 113 AND COUNTY ROAD 18 SOUTH OF YOLO

WHEREAS, an Agreement has been presented covering the construction and maintenance of a freeway on road 03-Yol-5 between Route 113 and County Road 18 south of Yolo,

WHEREAS, the Board of Supervisors has heard read said Agreement in full and is familiar with the contents thereof;

THEREFORE, be it resolved by the Board of Supervisors of the County of Yolo that said Agreement is hereby approved and Supervisor Conner is directed to sign the same in behalf of the County of Yolo.

Passed and adopted by the Board of Supervisors of the County of Yolo on the September 23, 1968.

AYES: Duncan, Edmonds, Espigares, Stephens, Conner.
NOES: None.
ABSENT: None.

W W Conner
Chairman, Board of Supervisors
County of Yolo, California

Attest:

LAURENCE P. HENIGAN
County Clerk and Exofficio Clerk
of the Board of Supervisors
BY _____ Deputy

I hereby certify that the foregoing resolution was duly and regularly passed by the Board of Supervisors of the County of Yolo at a regular meeting thereof held September 23, 1968.

Approved as to form
SEP 27 1968
County Counsel of Yolo County

LAURENCE P. HENIGAN
County Clerk and Exofficio Clerk
for the Board of Supervisors
By Deputy

FILED
OCT - 1 1968
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 68-83

LEASE

THIS LEASE made and entered into this 30th day of September, 1968, by and between the COUNTY OF YOLO, a political subdivision, hereinafter called LANDLORD, and the ESPARTO CHAPTER OF THE FUTURE FARMERS OF AMERICA, hereinafter referred to as TENANT,

W I T N E S S E T H:

1. DESCRIPTION. LANDLORD hereby leases to TENANT and TENANT hereby hires on the terms and conditions hereinafter set forth that certain parcel of real property situated in the County of Yolo and more particularly described in Exhibit "A" attached hereto and incorporated by reference as if set forth in full.

2. TERM.

a. Duration. The term of this lease shall be one year.

b. Commencement. The term shall commence on October 1, 1968.

3. RENT. The rent payable under this lease shall consist of the sum of ONE DOLLAR ($1.00) and in addition TENANT shall control the weeds about the labor camp by proper discing and spraying.

4. DISCLAIMER OF WARRANTY. LANDLORD makes no warranty of the soil's suitability for growing the crops TENANT is authorized to grow under this lease.

5. ENTRY BY OWNER. TENANT shall permit LANDLORD, and LANDLORD'S agents and assigns, at all reasonable times, to enter the leased premises, and to use the roads established on the premises now or in the future, for the purposes of inspection, compliance with the terms of this lease, exercise of all rights under this lease, posting notices, to survey the land, and all other lawful purposes.

6. RECORDS. TENANT shall make and keep pertinent records of all

operations and conduct under this lease and shall make them available to LANDLORD and LANDLORD'S agents and assigns at all reasonable times for inspection.

7. WATER. Water necessary for the irrigation of crops authorized to be grown by this lease on the premises shall be available to TENANT during the term of the lease from wells, pumps and irrigation system presently existing on the premises. LANDLORD shall keep said pump, well and irrigation system in repair during the term of this lease, provided however, that TENANT shall be liable to LANDLORD for any injury or damage to the well, pump and irrigation system resulting from the negligence of the TENANT, his employees, agents or assigns. All power charges, including electrical energy, and standby charges for the operation of the pumps, shall be at TENANT'S expense.

Water from the source mentioned above shall be used only on the premises and in the performance of TENANT'S obligation under the lease. TENANT shall not export this water to other lands before previously obtaining LANDLORD'S written consent. LANDLORD assumes no responsibility to TENANT for any water shortage from the facility mentioned above and assumes no responsibility for, and does not warrant, the quality or quantity of the water supplied to the premises.

8. USE. The premises are to be leased to TENANT for the planting, growing and harvesting feed crops.

9. WASTE. TENANT shall not commit or permit others to commit on the premises waste or nuisance or any other act that could disturb the quiet enjoyment of LANDLORD or any other tenant of LANDLORD on reserved or adjacent property.

10. EXCULPATORY CLAUSE. TENANT agrees to keep LANDLORD free from all liability and claim for damages arising from any injury from any cause to any person, including TENANT, or to property of any kind belonging to anyone including TENANT while in, upon or in

any way connected with the leased premises, during the term or any extension of this lease or any occupancy under this lease.

11. SUBLEASE. TENANT shall not sublease any portion of said property without the consent of LANDLORD.

12. RETAKING. LANDLORD shall have the right to come in and take such portion of the leased premises as may be required by it for buildings and improvements provided, however, TENANT shall be compensated for any loss suffered thereby in an amount as determined by the Agricultural Commissioner of LANDLORD and two disinterested farmers jointly appointed by LANDLORD and TENANT.

13. ENTRANCE WAYS. TENANT may, subject to the approval of the County Engineer, make such entrance ways to said real property as TENANT may deem necessary and convenient to its farming operation.

14. ADVANCES BY LANDLORD. In the event of TENANT'S breach of any covenant of this lease, LANDLORD may, at any time, without notice, cure such breach for the account, and at the expense of TENANT. If LANDLORD at any time, by reason of such breach, is compelled to pay or elects to pay, any sum of money or to do any act that will require the payment of any sum of money, or is compelled to incur any expense, the sum or sums so paid by LANDLORD with all interest, costs and damages shall be deemed to be additional rent under this lease and shall be due from TENANT to LANDLORD on the first day of the month following the incurring of such expenses.

15. CONDITIONAL LIMITATIONS. Each term and each provision of this lease performable by TENANT shall be construed to be both a covenant and a condition.

COUNTY OF YOLO, a political subdivision

BY W W Carmen
CHAIRMAN OF THE BOARD OF SUPERVISORS
LANDLORD

ESPARTO CHAPTER OF FUTURE FARMERS OF AMERICA

BY Vincent E. Zamamiel
TENANT

EXHIBIT A

A parcel of land being a portion of the West one-half of Section 27 T. 10 N., R. 1 W., M.D.B.&M., Yolo County, California, more fully described as follows:

BEGINNING at the Northeast corner of that certain 5.867 acre parcel of land shown on that Record of Survey filed in Book 9 of Maps and Surveys at Page 151 in the Office of the Recorder of the County of Yolo; thence along the North line of said parcel North 79°51'00" West 720.55 feet; thence North 10°15'00" East 700.00 feet; thence South 79°51'00" East 588.56 feet; thence South 00°26'00" East 712.11 feet to the point of beginning.

Containing 10.519 acres.

Woodland, California

October 7, 1968

COUNTY OF YOLO

Grantor

+ Form HR/W-2

DIST.	COUNTY	RTE.	P.M.	R/W E. A.
03	Yol	5	18.0	056319

Parcel No. 20005

YOLO COUNTY
AGREEMENT NO. 68-84

RIGHT OF WAY CONTRACT—STATE HIGHWAY

Document No. 20005 in the form of a Grant Deed,

covering the property particularly described therein has been executed and delivered to Gary W. Little, Right of Way Agent for the State of California.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the State of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.

2. The State shall:

(A) Pay the undersigned grantor(s) the sum of $ 50,000.00 for the property or interest conveyed by above document(s) when title to said property vests in the State free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded), and taxes, except:

a. Taxes for the fiscal year in which this escrow closes which shall be cleared and paid in the manner required by Section 4986 of the Revenue and Taxation Code, if unpaid at the close of escrow.

b. Covenants, conditions, restrictions and reservations of record, or contained in the above referenced document.

c. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.

d. Assessments and obligations of Yolo-Zamora Water District for the first full assessment year following the year in which this escrow closes.

This transaction will be handled through an escrow with Transamerica Title Insurance Company of Woodland, Escrow No. 30137 W.

(B) Pay all escrow and recording fees incurred in this transaction, and, if title insurance is desired by the State, the premium charged therefor. Said escrow and recording charges shall not, however, include reconveyance fees, trustee's fees, or forwarding fees for any full reconveyance of deed of trust or full release of mortgage; nor shall said charges include documentary stamp tax.

The State is hereby authorized to deduct from the payment shown in Clause 2(A) above an amount necessary to purchase documentary stamps in applicable amounts, and to affix same to the document referred to in Clause 2(A) above.

(C) Have the authority to deduct and pay from the amount shown in Clause 2(A) above, any amount necessary to satisfy any delinquent taxes due in any fiscal year except the fiscal year in which this escrow closes, together with penalties and interest thereon, and/or delinquent or nondelinquent assessments or bonds except those which title is to be taken subject to in accordance with the terms of this contract.

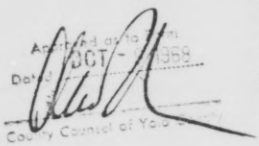
3. It is understood and agreed by and between the parties hereto that the State will request cancellation of assessments and liens, if any, of Yolo-Zamora Water District for the remainder of the current assessment year upon the close of escrow. This in no way, however, relieves the grantor from paying any of these assessments or liens in the event said cancellation request is not honored.

4. It is agreed by and between the parties hereto that the following items are not being acquired by the State in this transaction and will be retained by grantor:

1. 250,000 BTU forced-air Furnace
2. Refrigerator
3. Kitchen Stove
4. Water Heater
5. Dishes and cooking utensils
6. Tables, chairs, and piano
7. Pressure system, pump, and fixtures
8. 4H Display Case
9. 2,000-gallon Fire Fill

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

COUNTY OF YOLO



CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

Grantor

Recommended for Approval:

By_____
Right of Way Agent

By_____
Supervising Right of Way Agent

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS

By_____
District Engineer

No Obligation Other Than Those Set Forth Herein Will Be Recognized

REV. 8479. 75120-000 (5/70) 7-66 4429 EXEX © CSP

Agreement No. 68-85

Woodland California

September 25, 1968

FILED
OCT 15 1968
LAURENCE P. HENIGAN, Clerk
By Barbara Whitaker Deputy

RIVER GARDEN FARMS COMPANY, A Partnership, composed of

Frank B. Waters, K. S. Adams, Jr. and Curtis K. Canter
Grantors

RIGHT OF WAY CONTRACT-COUNTY HIGHWAY

Document No. 68-21 in the form of a Quit Claim Deed, covering the following described properties:

Parcel No. 1

A strip of land twenty-five (25) foot wide, known as "Meek Ditch", the East boundary of said strip being coincident with the West boundary of that certain parcel of land appearing on the Record of Survey in Book 9 of Maps and Surveys at Page 158, filed in the Office of the Recorder of the County of Yolo, California, said strip being a portion of the Northwest Quarter of Section 23, T. 11 N., R. 2 E., M.D.B.&M., more fully described as follows:

COMMENCING at the Northwest corner of said Section; thence South 89°41'48" East 92.23 feet along the North line of said Section to the TRUE POINT OF BEGINNING; THENCE continuing along said North line South 89°41'48" East 25.00 feet to the Northwest corner of said parcel; thence along the West line of said parcel the following four (4) courses: (1) South 00°19'12" West 57.25 feet; (2) South 00° 40'12" West 745.20 feet; (3) South 09°18'12" West 305.80 feet; (4) South 00°13'02" East 438.74 feet to the South line of said parcel; thence North 89°45'48" West 25.00 feet; thence North 00°13'02" West 440.62 feet; thence North 09°18'12" East 306.00 feet; thence North 00°40'12" East 743.23 feet; thence North 00°19'12" East 57.17 feet to the true point of beginning.

Parcel No. 2

A parcel of land being a portion of the Northeast Quarter Section 22 and the Northwest Quarter Section 23, T. 11 N., R. 2 E., M.D.B. &M., more fully described as follows:

COMMENCING at the Northwest corner of said Section 23; thence South 89°41'48" East 80.00 feet along the North line of said Section 23 to the TRUE POINT OF BEGINNING; THENCE South 00°11'15" East

588.00 feet; thence North 89°41'48" West 60.00 feet; thence South 00°11'15" East 193.32 feet; thence South 04°12'49" West 317.89 feet; thence North 88°14'15" East 35.46 feet to the West line of the "Meek Ditch", thence along said West line the following three (3) courses: (1) North 09°18'12" East 300.48 feet; (2) North 00°40'12" East 743.23 feet; (3) North 00°19'12" East 57.17 feet to the North line of said Section 23; thence North 89°41'48" West 12.23 feet along said North line to the true point of beginning.

Parcel No. 3

A parcel of land being a portion of the Southwest Quarter of Section 14, T. 11 N., R. 2 E., M.D.B.&M., Yolo County, California, more fully described as follows:

That certain parcel of land lying between the Southerly Right of Way line of State Highway No. 113 and the following described line; BEGINNING at the Southwest corner of said Section; thence South 89°41' 48" East 432.80 feet to a point in a non-tangent curve, a radial line thru said point bears North 48°45'25" West; thence Northerly along said curve concave to the East, with a radius of 1125.00 feet, thru a central angle 02°55'20", an arc length of 57.38 feet to the end of said curve, a radial line thru said end bears North 45°50'05" West; thence North 21°03'40" East 76.45 feet; thence North 45°50'05" West 45.00 feet, the end of the herein described line.

Parcel No. 4

A parcel of land being a portion of the Northeast quarter of Section 22, T. 11 N., R. 2 E., M.D.B.&M., Yolo County, California, more fully described as follows:

COMMENCING at the East quarter corner of said Section; thence North 89°13'15" West 30.00 feet along the South line of said Northeast quarter to the West line of County Road No. 102, THE TRUE POINT OF BEGINNING; THENCE continuing along said South line North 89°13'15" West 7.22 feet; thence North 00°01'00" West 1028.37 feet to a tangent curve; thence along said curve, concave to the East with a radius of 4050.00 feet, thru a central angle of 02°25'35", an arc length of 171.51 feet to the West line of said County Road No. 102; thence along said West line, being parallel with and 30.00 feet distant from the East line of said Section, South 00°11'15" East 1199.93 feet to the true point of beginning.

has been executed and delivered to Howard Van Reyper, Jr., Director of Public Works of the County of Yolo.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.

II. The County shall:

A. Pay the undersigned grantors the sum of $132.00 for the properties as conveyed by Quit Claim Deed No. 68-21 (herein described) within sixty (60) days after date title to said property vests in, or is in escrow for the County of Yolo, free and clear of all liens, encumberances, assessments, easements, and leases recorded and/or unrecorded.

This transaction will be handled through an escrow number 58455 with Western Title Guaranty Company of Woodland.

B. Pay all escrow and recording fees incurred in this transaction including documentary tax stamps, if required, and if title insurance is desired by the County, the premium charged therefore.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

River Garden Farms Company, A Partnership

Grantors

Recommended for Approval,

By

COUNTY OF YOLO

Chairman, Board of Supervisors
County of Yolo, State of California

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

State of California)
) ss.
County of Yolo)

On the 25 day of Sept. in the year 68 before me, Theresa Long
Yolo, a Notary Public, personally appeared Frank B. Price, M. D. and Pat Curtis Jr.
Peter, known to me to be three of the partners of the partnership that executed the within instrument and acknowledged to me that such partnership executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Yolo the day and year in this certificate first above written.

My Commission Expires April 30, 1970 Theresa Long Yolo

FILED
APPROVED AS TO FORM BY GENERAL COUNSEL
AUGUST 14, 1968
DEC 23 1968
LAURENCE P. HENIGAN, Clerk
By Sabrina A. Salzer Deputy

RAF - 8/6/68 - 21510/321-2 - V

C.S.7252

STREET OR HIGHWAY EASEMENT

YOLO COUNTY
AGREEMENT NO. 68-86

This Indenture, made this 7th day of October, 1968, by and between SOUTHERN PACIFIC COMPANY, a corporation of the State of Delaware, herein called "Railroad," and COUNTY OF YOLO, a political subdivision of the State of California, herein called "Grantee";

Witnesseth:

1. That Railroad hereby grants to Grantee the right to construct, reconstruct, maintain and use a street or highway, hereinafter termed "highway," upon and across the real property described on the attached Exhibit "A."

2. The rights herein granted are expressly limited vertically and shall not extend beyond a plane parallel with and twenty (20) feet above the roadway surface of the highway as originally constructed, except that lighting fixtures and similar highway appurtenances may extend above said plane, provided that any such facilities will be removed or rearranged within thirty (30) days after notification from Railroad that such facilities interfere with Railroad's intended use of the space above said plane.

3. This grant is subject and subordinate to the prior right of Railroad to use all the property described in the performance of its duty as a common carrier, and there is reserved unto Railroad the right to construct, reconstruct, maintain, use and remove existing and future, railroad, transportation, communication and pipeline facilities and appurtenances in, upon, over, under, across or along said property. In event tracks are removed from said property, Railroad shall not be obligated to make any change in the grade of said highway.

This grant is subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens and claims of title which may affect said property, and the word "grant" shall not be construed as a covenant against the existence thereof.

4. The rights herein granted shall lapse and become void if the construction or reconstruction of said highway is not commenced within one (1) year from the date first herein written.

5. This grant shall not be construed as conveying or otherwise vesting in Grantee the right to install or to authorize the installation of any ditches, pipes, drains, sewer or underground structures, or the facilities of any telegraph, telephone or electric power lines in, upon, over, under, across or along said property, except as necessary for maintenance of said highway.

6. Grantee shall obtain any necessary governmental authority to construct, reconstruct, maintain and use said highway. Any contractor performing work on the property herein described shall execute Railroad's standard form of contractor's agreement prior to commencing any work on Railroad's premises.

7. Except as herein otherwise provided, Grantee shall bear the entire expense of constructing, reconstructing and maintaining said highway. The crossing of said highway over any tracks of Railroad shall be constructed and maintained at the grade of said tracks now or hereafter existing. After the construction or reconstruction of said highway has been completed, Railroad shall maintain the surface of that portion of said highway between lines two (2) feet outside the rails of each track located thereon. Should Railroad abandon tracks leading to said highway, Railroad may abandon its rails, ties and appurtenant materials and leave the same in place. In such event, Railroad shall not be liable for maintenance of the portion of said highway specified above.

8. As part consideration herefor, Grantee agrees to pay Railroad an amount equal to all assessments levied by any lawful body against the property of Railroad to defray any part of the expense incurred in connection with the construction or reconstruction of said highway commenced within one (1) year from the date first herein written.

9. Should Grantee at any time abandon the use of said property or any part thereof, or fail to use the same for said purpose for a continuous period of one (1) year, the rights granted shall cease to the extent of the use so abandoned or discontinued, and Railroad shall at once have the right, in addition to, but not in qualification of, the rights hereinabove reserved, to resume exclusive possession of said property or the part thereof the use of which is so discontinued or abandoned. Upon termination of the rights hereby granted, Grantee agrees to remove said highway, including the paving, from said property of Railroad, to restore said property as nearly as practicable to the same state and condition in which it existed prior to the construction of said highway, and to bear the expense thereof. Should Grantee in such event fail, neglect or refuse to so remove said highway and restore said property, such removal and restoration may be performed by Railroad, at the expense of Grantee, which expense Grantee agrees to pay to Railroad upon demand.

10. Should Railroad remove or abandon in place all of its facilities at said location and Railroad no longer desires to retain interest in said property, Grantee shall be required to purchase Railroad's interest in said property at the then fair market value.

11. This indenture shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

12. It is understood and agreed that Sections 13 to 16 inclusive, on the insert hereto attached are hereby made parts of this indenture.

APPROVED AS TO FORM
OCT 14 1968
COUNTY COUNSEL

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate as of the day and year first herein written.

COUNTY OF YOLO

By _____
Chairman, Board of Supervisors

By _____
Clerk, Board of Supervisors

SOUTHERN PACIFIC COMPANY

By _____
(Title)

Attest: _____
Assistant Secretary

Value of interest conveyed herein does not exceed $100

098 Mail Unit

INSERT

County Road 25-A
Crossing AE-82.5
Merritt, California

13. Railroad shall furnish all necessary labor, materials, tools and equipment to install and shall install two (2) flashing light grade crossing signals equipped with automatic gate arms together with necessary actuating and operating circuits and adequate instrument housing, hereinafter collectively referred to as "signals" at said highway. Said signals shall be located approximately as indicated in red on said print. Installation of and all materials for said signals shall be in accordance with Railroad's usual standards. Such installation shall include the removal of the existing crossing signs.

Railroad shall alter, raise and/or relocate Railroad's overhead signal wires, poles, guy wires and appurtenances as necessary to provide proper clearance for the raising and lowering of said automatic gate arms.

Grantee agrees to reimburse Railroad for fifty per cent (50%) of all cost and expense incurred by Railroad in connection with the furnishing and installation of said signals and removal of existing crossing signs and relocation of existing signal wires, poles, guy wires and appurtenances.

14. Railroad shall submit to Grantee a bill for sixty per cent (60%) of its share of the estimated cost upon completion of work contemplated, which bill Grantee agrees to promptly pay. Should the actual cost prove, upon completion of audit, to be more or less than such estimated cost, the difference shall be promptly paid by Grantee or refunded by Railroad as the case may be.

15. After installation of said signals has been completed, Railroad shall maintain same so long as they remain in place. Cost of maintaining said signals shall be borne and paid for by the parties hereto in accordance with Order or Resolution of the Public Utilities Commission apportioning the cost of maintenance provided; however, that the liability of Grantee to pay its share of said maintenance cost assigned to Grantee by the Public Utilities Commission shall be limited to the amount of sums paid to Grantee from funds set aside for allocation to the Public Utilities Commission pursuant to Section 1231.1 of the California Public Utilities Code. The precise manner and method of payment and other procedures under said section shall be governed by any applicable decisions of the California Public Utilities Commission.

16. The work to be performed by Railroad hereunder shall be undertaken as soon as labor and materials are available following execution of this instrument and shall be completed within one (1) year thereafter.

*

*

BOOK 898 PAGE 605

EXHIBIT "A"

County Road 25-A
Crossing AE-82.5

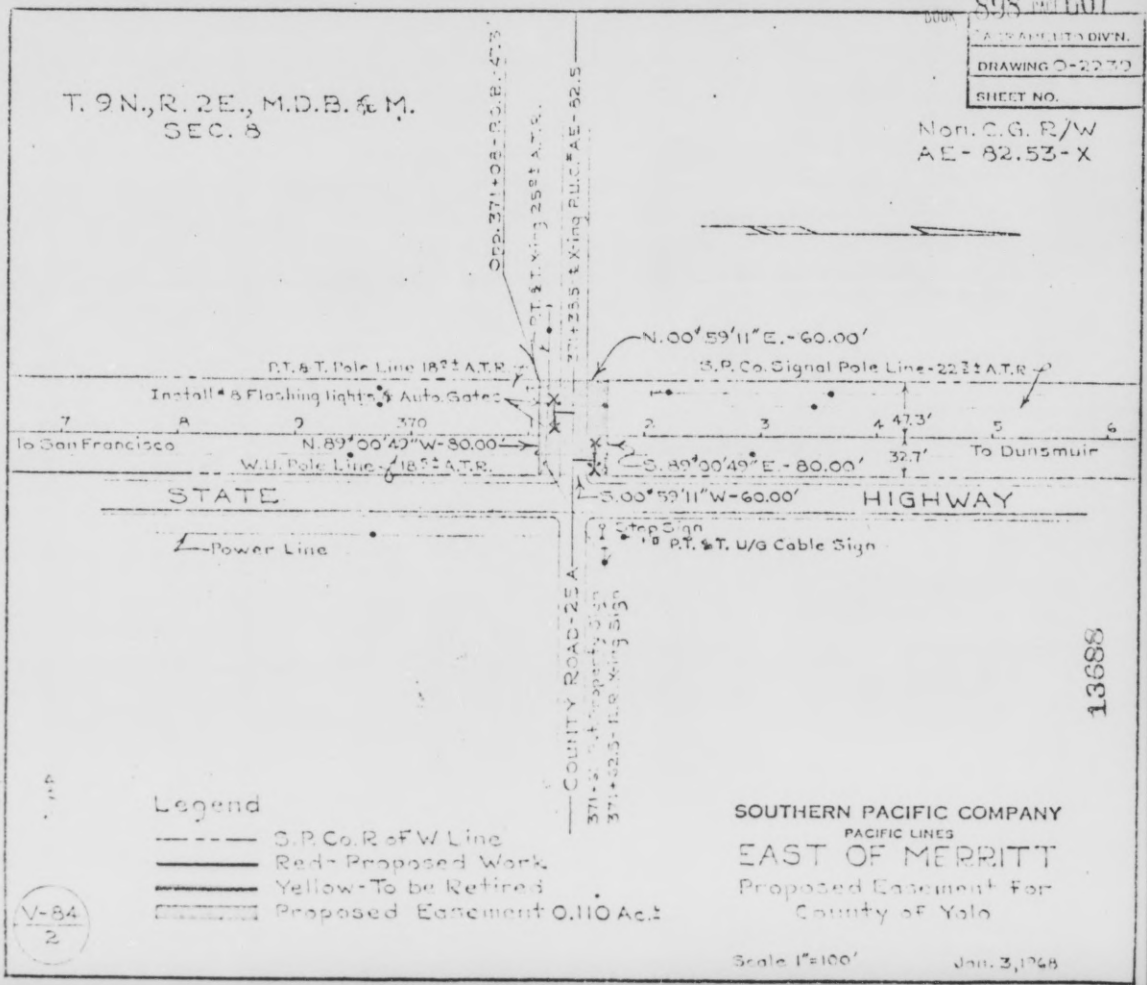
All that certain piece or parcel of land situate, lying and being in Section 8, Township 9 North, Range 2 East, Mount Diablo Base and Meridian, in an unincorporated area of the County of Yolo, State of California, described as follows:

Beginning at a point in the westerly line of land (80 feet wide) of the Southern Pacific Company, that is distant 47.30 feet northwesterly, measured at right angles from the center line of said company's main track (Davis to Tehama) at Engineer Station 371+08; thence from said point of beginning North 00°59'11" East along said westerly line 60.00 feet; thence South 89°00'49" East 80.00 feet to a point on the easterly line of land of said company; thence South 00°59'11" West along said easterly line 60.00 feet; thence North 89°00'49" West 80.00 feet to the point of beginning, containing an area of 0.110 of an acre more or less.

The above described parcel of land is shown on the print of Railroad's Sacramento Division Drawing No. O-2239, dated January 3, 1968, attached and made a part hereof.

BOOK 895 PAGE 666

898 OR 607
BOOK
SACRAMENTO DIV'N.
DRAWING O-2270
SHEET NO.



STATE OF CALIFORNIA, }
City and County of San Francisco } ss.

On this 15th day of November in the year One Thousand Nine Hundred and Sixty-eight before me, John E. Jurgens, a Notary Public in and for the City an County of San Francisco, State of California, personally appeared W. M. Jaekle and A. E. Hill, known to me to be the Vice President and Assistant Secretary, respectively, of the corporation described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the corporation therein named and they acknowledged to me that such corporation executed the same.

(65 Market St.)

JOHN E. JURGENS
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL PLACE OF BUSINESS IN
CITY AND COUNTY OF
SAN FRANCISCO

My Commission Expires June 14, 1969

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco, the day and year in this certificate first above written.

Corporation

Notary Public in and for the City and County of San Francisco, State of California

My Commission Expires June 14, 1969.

13688

To:

Auditor
County Counsel
Public Works
Southern Pacific Company-
Attn: R. R. Robinson, Superintendent
401 I Street
Sacramento, Calif. 95814

1958 OCT 17 AM 8 26

XEROX
CERTIFIED COPY

VOL. 893 PAGE 603
OFFICIAL RECORDS
RECORDED AT REQUEST OF
COUNTY of YOLO
DEC 17 1958
At 4 Min. Past 8 O'clock A M
YOLO COUNTY, CALIFORNIA
Recorder
NO CHG.

RECORDED
Document
FILED
DEC 23 1958
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers
Deputy

BOARD OF SUPERVISORS
Yolo County, California

Date: October 7, 1958
Entry No. 28

File:
RAILROADS-SOUTHERN PACIFIC-
Grade Crossings.
ROADS-COUNTY-No. 25A.
-No. 27.
-No. 29.

SEE:
AGREEMENT BOOK NO. 4

MINUTE ORDER NO. 58-1099: APPROVED AGREEMENTS NO. 58-85, NO. 58-87, AND NO. 58-88, BETWEEN THE SOUTHERN PACIFIC COMPANY AND THE COUNTY OF YOLO IN REGARDS TO INSTALLATION OF CROSSING PROTECTION AT AB-81.0, COUNTY ROAD 27, AB-82.5, COUNTY ROAD 25-A AND AT COUNTY ROAD 29, AB-78.9, DAVIS, AND AUTHORIZED THE CHAIRMAN OF THE BOARD OF SUPERVISORS TO SIGN SAID AGREEMENTS.

Upon motion of Supervisor Espigares, seconded by Supervisor Edmonds, and duly carried, the above Minute Order and Agreements were approved by the following vote:

Ayes: Duncan, Edmonds, Espigares, Stephens, Connar.

Noes: None.

Absent: None.

STATE OF CALIFORNIA)
COUNTY OF YOLO) ss.

I LAURENCE P. HENIGAN, County Clerk and ex-officio Clerk of the Board of Supervisors, in and for the County of Yolo, State of California, do hereby certify the foregoing to be a full, true and correct copy of the Resolution or Minute Order made by the Board of Supervisors as the same appears upon their minute book.

Witness my hand and seal of said Board of Supervisors this 4th day of December, 1958.

LAURENCE P. HENIGAN, County Clerk and Ex-officio Clerk of the Board of Supervisors

By Barbara A. Rodgers

893 PAGE 603

FILED

APPROVED AS TO FORM BY GENERAL COUNSEL
AUGUST 16 1968
DEPUTY

RAF - 8/6/68 - 21510/321-2 - V

C.S. 7362

LAWRENCE P. HENCKEN, JR.
By Barbara Volgens
DEPUTY

STREET OR HIGHWAY EASEMENT

YOLO COUNTY
AGREEMENT NO. 68-87

This Indenture, made this 7th day of October, 1968, by and between SOUTHERN PACIFIC COMPANY, a corporation of the State of Delaware, herein called "Railroad," and COUNTY OF YOLO, a political subdivision of the State of California, herein called "Grantee";

Witnesseth:

1. That Railroad hereby grants to Grantee the right to construct, reconstruct, maintain and use a street or highway, hereinafter termed "highway," upon and across the real property described on the attached Exhibit "A."

2. The rights herein granted are expressly limited vertically and shall not extend beyond a plane parallel with and twenty (20) feet above the roadway surface of the highway as originally constructed, except that lighting fixtures and similar highway appurtenances may extend above said plane, provided that any such facilities will be removed or rearranged within thirty (30) days after notification from Railroad that such facilities interfere with Railroad's intended use of the space above said plane.

3. This grant is subject and subordinate to the prior right of Railroad to use all the property described in the performance of its duty as a common carrier, and there is reserved unto Railroad the right to construct, reconstruct, maintain, use and remove existing and future, railroad, transportation, communication and pipeline facilities and appurtenances in, upon, over, under, across or along said property. In event tracks are removed from said property, Railroad shall not be obligated to make any change in the grade of said highway.

This grant is subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens and claims of title which may affect said property, and the word "grant" shall not be construed as a covenant against the existence thereof.

4. The rights herein granted shall lapse and become void if the construction or reconstruction of said highway is not commenced within one (1) year from the date first herein written.

5. This grant shall not be construed as conveying or otherwise vesting in Grantee the right to install or to authorize the installation of any ditches, pipes, drains, sewer or underground structures, or the facilities of any telegraph, telephone or electric power lines in, upon, over, under, across or along said property, except as necessary for maintenance of said highway.

6. Grantee shall obtain any necessary governmental authority to construct, reconstruct, maintain and use said highway. Any contractor performing work on the property herein described shall execute Railroad's standard form of contractor's agreement prior to commencing any work on Railroad's premises.

7. Except as herein otherwise provided, Grantee shall bear the entire expense of constructing, reconstructing and maintaining said highway. The crossing of said highway over any tracks of Railroad shall be constructed and maintained at the grade of said tracks now or hereafter existing. After the construction or reconstruction of said highway has been completed, Railroad shall maintain the surface of that portion of said highway between lines two (2) feet outside the rails of each track located thereon. Should Railroad abandon tracks leading to said highway, Railroad may abandon its rails, ties and appurtenant materials and leave the same in place. In such event, Railroad shall not be liable for maintenance of the portion of said highway specified above.

8. As part consideration herefor, Grantee agrees to pay Railroad an amount equal to all assessments levied by any lawful body against the property of Railroad to defray any part of the expense incurred in connection with the construction or reconstruction of said highway commenced within one (1) year from the date first herein written.

9. Should Grantee at any time abandon the use of said property or any part thereof, or fail to use the same for said purpose for a continuous period of one (1) year, the rights granted shall cease to the extent of the use so abandoned or discontinued, and Railroad shall at once have the right, in addition to, but not in qualification of, the rights hereinabove reserved, to resume exclusive possession of said property or the part thereof the use of which is so discontinued or abandoned. Upon termination of the rights hereby granted, Grantee agrees to remove said highway, including the paving, from said property of Railroad, to restore said property as nearly as practicable to the same state and condition in which it existed prior to the construction of said highway, and to bear the expense thereof. Should Grantee in such event fail, neglect or refuse to so remove said highway and restore said property, such removal and restoration may be performed by Railroad, at the expense of Grantee, which expense Grantee agrees to pay to Railroad upon demand.

10. Should Railroad remove or abandon in place all of its facilities at said location and Railroad no longer desires to retain interest in said property, Grantee shall be required to purchase Railroad's interest in said property at the then fair market value.

11. This indenture shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

12. It is understood and agreed that Sections 13 to 16 inclusive, on the insert hereto attached, are hereby made parts of this indenture.

OCT 14 1968

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate as of the day and year first herein written.

COUNTY OF YOLO

By _____
Chairman, Board of Supervisors

By _____
Clerk, Board of Supervisors

SOUTHERN PACIFIC COMPANY

By _____
(Title)

Attest: _____
Assistant Secretary

Value of interest conveyed herein does not exceed $100

RECORDED AT REQUEST OF GRANTEE
OCT 16 1968
AT 8 MIN. PAST 8 A.M.
OFFICIAL RECORDS YOLO CO., CALIF.

STATE OF CALIFORNIA, }
City and County of San Francisco } ss.

On this 15th day of November in the year One Thousand Nine Hundred and Sixty eight

before me, John E. Jurgens, a Notary Public in and for the City an County of San Francisco, State of California, personally appeared
(65 Market St.)
W. M. Jaekle and A. E. Hill, known to me to be the Vice President and Assistant Secretary, respectively, of the corporation described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the corporation therein named and they acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco, the day and year in this certificate first above written.

JOHN E. JURGENS
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL PLACE OF BUSINESS IN
CITY AND COUNTY OF
SAN FRANCISCO

My Commission Expires June 14, 1969

Corporation

Notary Public in and for the City and County of San Francisco, State of California

My Commission Expires June 14, 1969.

BOOK 898 PAGE 610

INSERT

County Road 27
Crossing AE-81.0
Merritt, California

13. Railroad shall furnish all necessary labor, materials, tools and equipment to install and shall install two (2) flashing light grade crossing signals equipped with automatic gate arms together with necessary actuating and operating circuits and adequate instrument housing, hereinafter collectively referred to as "signals" at said highway. Said signals shall be located approximately as indicated in red on said print. Installation of and all materials for said signals shall be in accordance with Railroad's usual standards. Such installation shall include the removal of the existing crossing signs.

Railroad shall alter, raise and/or relocate Railroad's overhead signal wires, poles, guy wires and appurtenances as necessary to provide proper clearance for the raising and lowering of said automatic gate arms.

Grantee agrees to reimburse Railroad for fifty per cent (50%) of all cost and expense incurred by Railroad in connection with the furnishing and installation of said signals and removal of existing crossing signs and relocation of existing signal wires, poles, guy wires and appurtenances.

14. Railroad shall submit to Grantee a bill for sixty per cent (60%) of its share of the estimated cost upon completion of work contemplated, which bill Grantee agrees to promptly pay. Should the actual cost prove, upon completion of audit, to be more or less than such estimated cost, the difference shall be promptly paid by Grantee or refunded by Railroad as the case may be.

15. After installation of said signals has been completed, Railroad shall maintain same so long as they remain in place. Cost of maintaining said signals shall be borne and paid for by the parties hereto in accordance with order or resolution of the Public Utilities Commission apportioning the cost of maintenance provided; however, that the liability of Grantee to pay its share of said maintenance cost assigned to Grantee by the Public Utilities Commission shall be limited to the amount of sums paid to Grantee from funds set aside for allocation to the Public Utilities Commission pursuant to Section 1231.1 of the California Public Utilities Code. The precise manner and method of payment and other procedures under said section shall be governed by any applicable decisions of the California Public Utilities Commission.

16. The work to be performed by Railroad hereunder shall be undertaken as soon as labor and materials are available following execution of this instrument and shall be completed within one (1) year thereafter.

BOOK 898 PAGE 611

*

*

EXHIBIT "A"

County Road 27
Crossing AE-81.0

All that certain piece or parcel of land situate, lying and being in Sections 16 and 21, Township 9 North, Range 2 East, Mount Diablo Base and Meridian, in an unincorporated area of the County of Yolo, State of California, described as follows:

Beginning at the point of intersection of the westerly line of land (70 feet wide) of the Southern Pacific Company with the North line of Section 21, (said point being distant westerly 35.00 feet measured at right angles from the center line of said company's main track (Davis to Tehama) at Engineer Station 290+00;) thence from said point of beginning North 14°51'30" West along said westerly line 36.23 feet; thence South 89°51'30" East 72.47 feet to a point in the easterly line of land of said Company; thence South 14°51'30" East along said easterly line 36.23 feet to a point in the north line of Section 21; thence North 89°51'30" West, along said north line and also the easterly line of said Company's land 5.17 feet; thence South 14°51'30" East continuing along said easterly line, 25.88 feet; thence North 89°51'30" West 62.12 feet to a point in the said westerly line; thence North 14°51'30" West, along said westerly line 25.88 feet to a point in the said north line of Section 21; thence North 89°51'30" West, along said north line, and also the westerly line of said Company's land 5.17 feet to the point of beginning, containing an area of 0.094 of an acre more or less.

The above described parcel of land is shown on the print of Railroad's Sacramento Division Drawing No. O-2240, dated January 5, 1968, attached and made a part hereof.

BOOK 898 PAGE 612

BOOK 898 PAGE 613

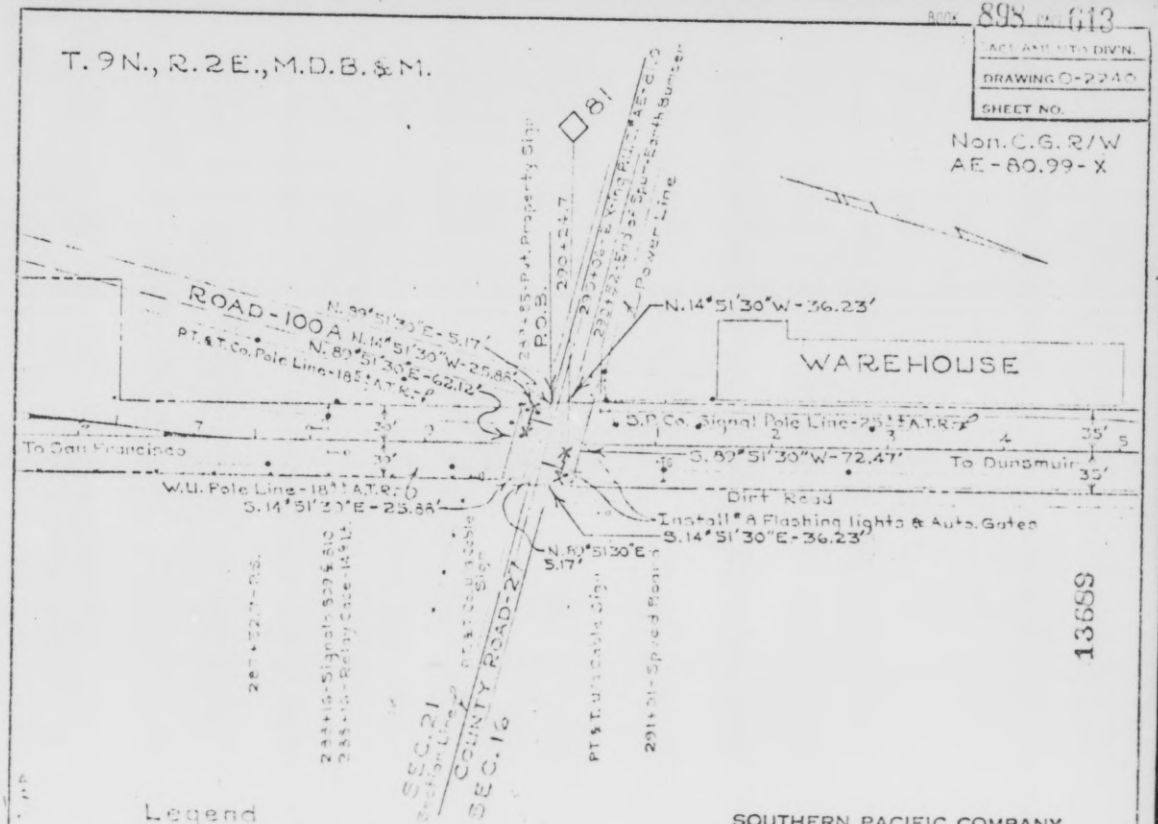
ACT. AND U.T.A. DIV'N.

DRAWING O-2240

SHEET NO.

T. 9N., R. 2E., M.D.B. & M.

Non. C. G. R/W
AE-80.99-X



Legend

S.P. Co. R of W Line
Red-Proposed Work
Yellow-To be Retired
Proposed Easement 0.095 Ac.±

V-84
2

SOUTHERN PACIFIC COMPANY
PACIFIC LINES

MERRITT

Proposed Easement For
County of Yolo

Scale 1"=100'

Jan. 5, 1965

1365S

13688

XEROX
CERTIFIED COPY

To:

Auditor
County Counsel 1968 DEC 17 AM 8 26
Public Works
Southern Pacific Company-
℅ R. R. Robinson, Superintendent
401 I Street
Sacramento, Calif. 95814

VOL 898 PAGE 602
OFFICIAL RECORDS
RECORDED AT REQUEST OF
COUNTY of YOLO
DEC 17 1968
At 5 Min. Past 8 O'clock A.M.
YOLO COUNTY, CALIFORNIA
Recorder
NO CHG.

RECORDED
DOCUMENT
FILED
DEC 23 1968
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers Deputy

BOARD OF SUPERVISORS
Yolo County, California

Date: October 7, 1968
Entry No. 28

File:
RAILROADS-SOUTHERN PACIFIC-Grade Crossings.
ROADS-COUNTY-No. 25A.
-No. 27.
-No. 29.

SEE:
AGREEMENTS BOOK NO. 4

MINUTE ORDER NO. 68-1099: APPROVED AGREEMENTS NO. 68-86, NO. 68-87, AND NO. 68-88, BETWEEN THE SOUTHERN PACIFIC COMPANY AND THE COUNTY OF YOLO IN REGARDS TO INSTALLATION OF CROSSING PROTECTION AT AB-81.0, COUNTY ROAD 27, AB-82.5, COUNTY ROAD 25-A AND AT COUNTY ROAD 29, AB-78.9, DAVIS, AND AUTHORIZED THE CHAIRMAN OF THE BOARD OF SUPERVISORS TO SIGN SAID AGREEMENTS.

Upon motion of Supervisor Espigares, seconded by Supervisor Edmonds, and duly carried, the above Minute Order and Agreements were approved by the following vote:

Ayes: Duncan, Edmonds, Espigares, Stephens, Conner.

Noes: None.

Absent: None.

BOOK 898 PAGE 603

STATE OF CALIFORNIA)
COUNTY OF YOLO) ss.

I, LAURENCE P. HENIGAN, County Clerk and ex-officio Clerk of the Board of Supervisors, thereof, in and for the County of Yolo, State of California, do hereby certify the foregoing to be a full, true and correct copy of the Resolution or Minute Order made by the Board of Supervisors as the same appears upon their Records.

Witness my hand and seal of said Board of Supervisors affixed this ____ day of _____, 19__.

LAURENCE P. HENIGAN, County Clerk and Ex-officio Clerk of the Board of Supervisors.

By _____

APPROVED AS TO FORM BY GENERAL COUNSEL
AUGUST 10, 1955

RAF - 7/16/68 - 23323/321-2 - V

C & T 7952

LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers
Deputy

STREET OR HIGHWAY EASEMENT

YOLO COUNTY
AGREEMENT NO. 55-84

This Indenture, made this 7th day of OCTOBER, 19 68, by and between SOUTHERN PACIFIC COMPANY, a corporation of the State of Delaware, herein called "Railroad," and COUNTY OF YOLO, a political subdivision of the State of California, herein called "Grantee";

Witnesseth:

1. That Railroad hereby grants to Grantee the right to construct, reconstruct, maintain and use a street or highway, hereinafter termed "highway," upon and across the real property described on the attached Exhibit "A."

2. The rights herein granted are expressly limited vertically and shall not extend beyond a plane parallel with and twenty (20) feet above the roadway surface of the highway as originally constructed, except that lighting fixtures and similar highway appurtenances may extend above said plane, provided that any such facilities will be removed or rearranged within thirty (30) days after notification from Railroad that such facilities interfere with Railroad's intended use of the space above said plane.

3. This grant is subject and subordinate to the prior right of Railroad to use all the property described in the performance of its duty as a common carrier, and there is reserved unto Railroad the right to construct, reconstruct, maintain, use and remove existing and future railroad, transportation, communication and pipeline facilities and appurtenances in, upon, over, under, across or along said property. In event tracks are removed from said property, Railroad shall not be obligated to make any change in the grade of said highway.

This grant is subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens and claims of title which may affect said property, and the word "grant" shall not be construed as a covenant against the existence thereof.

4. The rights herein granted shall lapse and become void if the construction or reconstruction of said highway is not commenced within one (1) year from the date first herein written.

5. This grant shall not be construed as conveying or otherwise vesting in Grantee the right to install or to authorize the installation of any ditches, pipes, drains, sewer or underground structures, or the facilities of any telegraph, telephone or electric power lines in, upon, over, under, across or along said property, except as necessary for maintenance of said highway.

6. Grantee shall obtain any necessary governmental authority to construct, reconstruct, maintain and use said highway. Any contractor performing work on the property herein described shall execute Railroad's standard form of contractor's agreement prior to commencing any work on Railroad's premises.

7. Except as herein otherwise provided, Grantee shall bear the entire expense of constructing, reconstructing and maintaining said highway. The crossing of said highway over any tracks of Railroad shall be constructed and maintained at the grade of said tracks now or hereafter existing. After the construction or reconstruction of said highway has been completed, Railroad shall maintain the surface of that portion of said highway between lines two (2) feet outside the rails of each track located thereon. Should Railroad abandon tracks leading to said highway, Railroad may abandon its rails, ties and appurtenant materials and leave the same in place. In such event, Railroad shall not be liable for maintenance of the portion of said highway specified above.

8. As part consideration herefor, Grantee agrees to pay Railroad an amount equal to all assessments levied by any lawful body against the property of Railroad to defray any part of the expense incurred in connection with the construction or reconstruction of said highway commenced within one (1) year from the date first herein written.

9. Should Grantee at any time abandon the use of said property or any part thereof, or fail to use the same for said purpose for a continuous period of one (1) year, the rights granted shall cease to the extent of the use so abandoned or discontinued, and Railroad shall at once have the right, in addition to, but not in qualification of, the rights hereinabove reserved, to resume exclusive possession of said property or the part thereof the use of which is so discontinued or abandoned. Upon termination of the rights hereby granted, Grantee agrees to remove said highway, including the paving, from said property of Railroad, to restore said property as nearly as practicable to the same state and condition in which it existed prior to the construction of said highway, and to bear the expense thereof. Should Grantee in such event fail, neglect or refuse to so remove said highway and restore said property, such removal and restoration may be performed by Railroad, at the expense of Grantee, which expense Grantee agrees to pay to Railroad upon demand.

10. Should Railroad remove or abandon in place all of its facilities at said location and Railroad no longer desires to retain interest in said property, Grantee shall be required to purchase Railroad's interest in said property at the then fair market value.

11. This indenture shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

12. It is understood and agreed that Sections 13 to 16 inclusive, on the insert hereto attached, are hereby made parts of this indenture.

OCT 14 1968

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate as of the day and year first herein written.

COUNTY OF YOLO

By _____
Chairman, Board of Supervisors

By _____
Clerk, Board of Supervisors

SOUTHERN PACIFIC COMPANY

By _____
(Title)

Attest: _____
Assistant Secretary

Value of interest conveyed does not exceed $100

REC. 498 PAGE 615

STATE OF CALIFORNIA,)
City and County of San Francisco) ss.

On this 15th day of November in the year One Thousand Nine Hundred and Sixty eight

before me, John E. Jurgens, a Notary Public in and for the City an County of San Francisco, State of California, personally appeared W. M. Jaekle and A. E. Hill, known to me to be the Vice President and Assistant Secretary, respectively, of the corporation described in and that ezecuted the within instrument, and also known to me to be the persons who ezecuted it on behalf of the corporation therein named and they acknowledged to me that such corporation ezecuted the same.

(65 Market St.)

JOHN E. JURGENS
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL PLACE OF BUSINESS IN
CITY & COUNTY OF
SAN FRANCISCO

My Commission Expires June 14, 1969

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco, the day and year in this certificate first above written.

Corporation

Notary Public in and for the City and County of San Francisco, State of California

My Commission Expires June 14, 1969.

BOOK 895 PAGE 616

INSERT

County Road 29 (Crossing No. AE-78.9)
Yolo County, California

13. Railroad shall furnish all necessary labor, materials, tools and equipment to install and shall install two (2) flashing light grade crossing signals equipped with automatic gate arms together with necessary actuating and operating circuits and adequate instrument housing, hereinafter collectively referred to as "signals" at said highway. Said signals shall be located approximately as indicated in red on said print. Installation of and all materials for said signals shall be in accordance with Railroad's usual standards. Such installation shall include the removal of the existing crossing signs.

Railroad shall alter, raise and/or relocate Railroad's overhead signal wires, poles, guy wires and appurtenances as necessary to provide proper clearance for the raising and lowering of the said automatic gate arms.

Grantee agrees to reimburse Railroad for fifty per cent (50%) of all cost and expense incurred by Railroad in connection with the furnishing and installation of said signals and removal of existing crossing signs and relocation of existing signal wires, poles, guy wires and appurtenances.

14. Railroad shall submit to Grantee a bill for sixty per cent (60%) of its share of the estimated cost upon completion of work contemplated, which bill Grantee agrees to promptly pay. Should the actual cost prove, upon completion of audit, to be more or less than such estimated cost, the difference shall be promptly paid by Grantee or refunded by Railroad as the case may be.

15. After installation of said signals has been completed, Railroad shall maintain same so long as they remain in place. Cost of maintaining said signals shall be borne and paid for by the parties hereto in accordance with Order or Resolution of the Public Utilities Commission apportioning the cost of maintenance; provided, however, that the liability of Grantee to pay its share of said maintenance costs, assigned to Grantee by the Public Utilities Commission, shall be limited to the amount of sums paid to Grantee from funds set aside for allocation to the Public Utilities Commission pursuant to Section 1231.1 of the California Public Utilities Code. The precise manner and method of determining applicable charges, manner and method of payment and other procedures under said section shall be governed by any applicable decision of the California Public Utilities Commission.

16. The work to be performed by Railroad hereunder shall be commenced as soon as labor and materials are available following execution of this instrument and the issuance by the California Public Utilities Commission of an order or resolution approving the apportionment of the cost of maintaining said signals and shall be completed within one (1) year thereafter.

*

*

BOOK 895 PAGE 617

EXHIBIT "A"

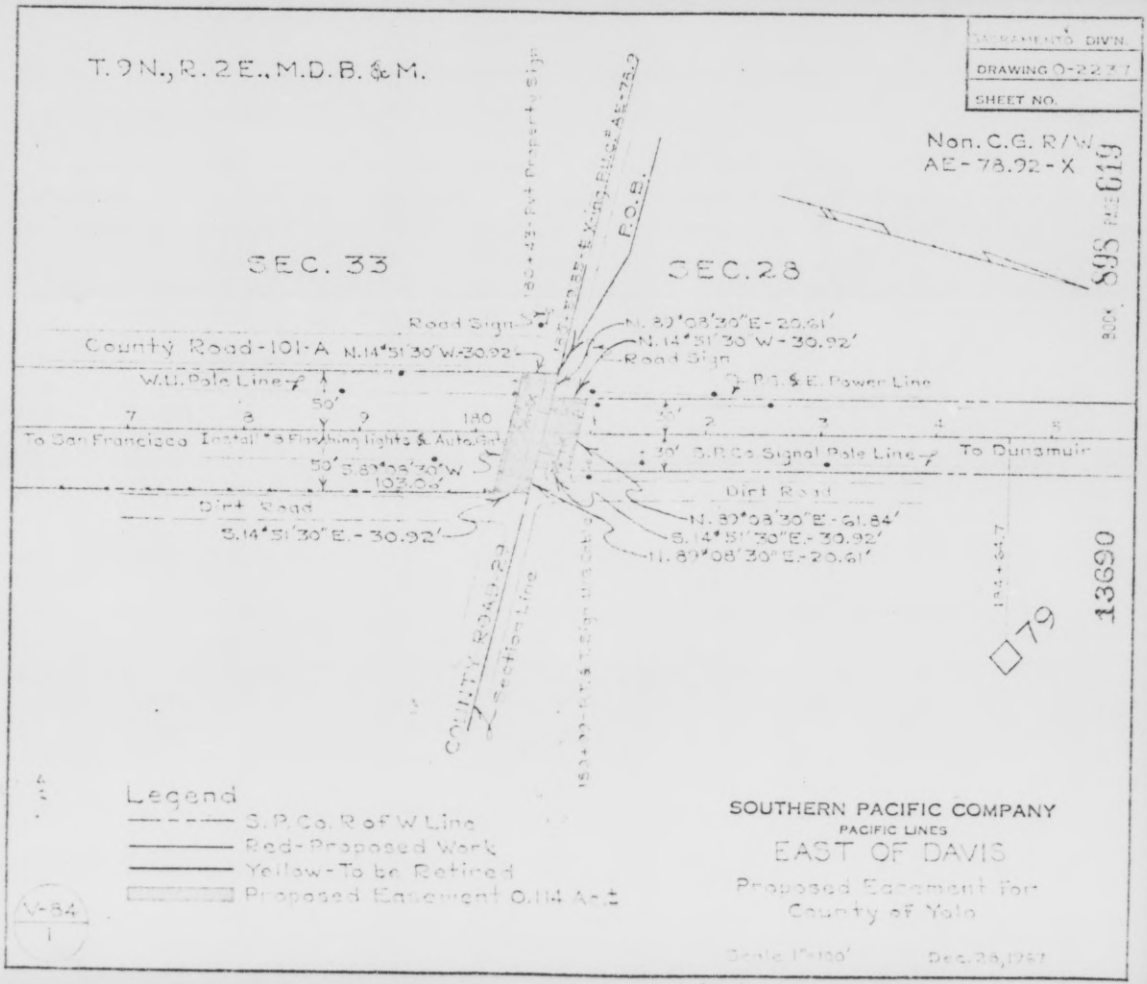
County Road 29 (Crossing No. AE-78.9)

All that certain piece or parcel of land situate, lying and being in the Southeast Quarter of Section 28 and the Northeast Quarter of Section 33, Township 9 North, Range 2 East, Mount Diablo Base and Meridian, in an unincorporated area of the County of Yolo, State of California, more particularly described as follows:

Beginning at the point of intersection of the westerly line of land (100 feet wide) of the Southern Pacific Company, with the North line of Section 33, said North line intersecting the original located center line of said company's main track (Davis to Tehama) at or near Engineer Station 180+59.85; thence North 89°08'30" East, along said North line 20.61 feet to the westerly line of Southern Pacific Company's land (60 feet wide); thence North 14°51'30" West, along last said westerly line 30.92 feet; thence North 89°08'30" East, 61.84 feet to a point on the easterly line of last said company's land; thence South 14°51'30" East, along said easterly line 30.92 feet to a point on said North line; thence North 89°08'30" East, along said North line 20.61 feet to a point on the easterly line of said Company's land (100 feet wide); thence South 14°51'30" East, continuing along last said easterly line, 30.92 feet; thence South 89°08'30" West, 103.06 feet to a point on said westerly line of said company's land (100 feet wide); thence North 14°51'30" West, along last said westerly line 30.92 feet to the point of beginning, containing an area of 0.114 of an acre, more or less.

The above described real property is shown on the print of Railroad's Sacramento Division Drawing No. 0-2237, dated December 28, 1967, attached and made a part hereof.

BOOK 898 PAGE 618


SACRAMENTO DIVN.
DRAWING O-22 X 7
SHEET NO.
T. 9 N., R. 2 E., M.D.B. & M.
Non. C.G. R/W
AE - 78.92 - X
SEC. 33
SEC. 28
P.O.B.
Road Sign
County Road - 101 - A
N. 14° 51' 30" W - 30.92'
W.U. Pole Line
50'
7
8
9
180
To San Francisco Install "3 Flashing lights & Auto Sig
50' S. 89° 08' 30" W
103.08'
Dirt Road
S. 14° 51' 30" E. - 30.92'
N. 89° 08' 30" E. - 20.61'
P. G. & E. Power Line
1
2
3
4
5
To Dunsmuir
S.P.Co. Signal Pole Line
Dirt Road
N. 89° 08' 30" E. - 61.84'
S. 14° 51' 30" E. - 30.92'
N. 89° 08' 30" E. - 20.61'
COUNTY ROAD 22
Section Line
BOOK 595 PAGE 619
13690
79
Legend
S.P.Co. R of W Line
Red - Proposed Work
Yellow - To be Retired
Proposed Easement 0.114 A± ±
SOUTHERN PACIFIC COMPANY
PACIFIC LINES
EAST OF DAVIS
Proposed Easement for
County of Yolo
Scale 1" = 100'
Dec. 28, 1967
V-84
1
File # 321-2
DRAWER - 66

13690

XEROX
CERTIFIED COPY

To:

Auditor
County Counsel
Public Works
Southern Pacific Company-
R. R. Robinson, Superintendent
401 I Street
Sacramento, Calif. 95814

1968 DEC 17 AM 8 26

VOL. 898 PAGE 614
OFFICIAL RECORDS
RECORDED AT REQUEST OF
COUNTY of YOLO
DEC 17 1968
At 6 Min. Past 8 O'clock A M
YOLO COUNTY, CALIFORNIA
Recorder
NO CHG.

RECORDED DOCUMENT
FILED
DEC 23 1968
LAURENCE P. HENIGAN, Clerk
By Deputy

BOARD OF SUPERVISORS
Yolo County, California

Date: October 7, 1968
Entry No. 28

File:
RAILROADS-SOUTHERN PACIFIC-
Grade Crossings.
ROADS-COUNTY-No. 25A.
-No. 27.
-No. 29.

SEE:
AGREEMENT BOOK NO. 4

MINUTE ORDER NO. 68-1099: APPROVED AGREEMENTS NO. 68-86, NO. 68-87, AND NO. 68-88, BETWEEN THE SOUTHERN PACIFIC COMPANY AND THE COUNTY OF YOLO IN REGARDS TO INSTALLATION OF CROSSING PROTECTION AT AB-81.0, COUNTY ROAD 27, AB-82.5, COUNTY ROAD 25-A AND AT COUNTY ROAD 29, AB-78.9, DAVIS, AND AUTHORIZED THE CHAIRMAN OF THE BOARD OF SUPARVISORS TO SIGN SAID AGREEMENTS.

Upon motion of Supervisor Espigares, seconded by Supervisor Edmonds, and duly carried, the above Minute Order and Agreements were approved by the following vote:

Ayes: Duncan, Edmonds, Espigares, Stephens, Thomas.

Noes: None.

Absent: None.

BOOK 898 PAGE 614

STATE of CALIFORNIA } ss.
COUNTY of YOLO }

I, LAURENCE P. HENIGAN, County Clerk and ex-officio Clerk of the Board of Supervisors in and for the County of Yolo, State of California, do hereby certify the foregoing to be a full, true and correct copy of the Resolution or Minute Order made by the Board of Supervisors, as the same appears upon their minute book.
Witness my hand and seal of said Board of Supervisors affixed this [illegible] day of [illegible] 19[illegible]
LAURENCE P. HENIGAN, County Clerk and Ex-officio Clerk of the Board of Supervisors
By [illegible] Deputy

Agreement No. 68-89

Woodland, California

October 7, 1968

Lloyd S. Farnham

Grantor

FILED
OCT 14 1968
LAURENCE P. HENGAN, Clerk
By BARBARA A. RODGERS
Deputy

RIGHT OF WAY CONTRACT-COUNTY HIGHWAY

Document No. 68-22 in the form of a Grant Deed, covering the following described property:

A strip of land being a portion of the Southeast Quarter of Section 34, T. 10 N., R. 2 E., M.D.B.&M., Yolo County, California, more fully described as follows:

COMMENCING at the Southeast corner of said Section 34; thence along the East line of said section North 00°20'33" East 25.00 feet; thence North 89°47'38" West 30.00 feet to the Northwest corner of County Road 102 and Gibson Road, THE TRUE POINT OF BEGINNING; THENCE continuing along the North line of Gibson Road North 89°47'38" West 70.00 feet; thence North 03° 08'22" East 614.79 feet; thence along a line parallel to and 70.00 feet West of the East line of said Section 34, North 00°20'33" East 1984.29 feet to a point on the Westerly line of that certain parcel acquired by Division of Highways State of California recorded in Book 825 of Official Records at page 535; thence along said Westerly line South 18°58'51" East 120.88 feet to a point on the West line of County Road 102; thence along said line South 00°20'33" West 2484.10 feet to the true point of beginning.

Containing 2.545 acres.

has been executed and delivered to Howard Van Reyper, Jr., Director of Public Works of the County of Yolo.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said

document and shall relieve the County of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.

II. The County shall:

A. Pay the undersigned grantor the sum of $4,453.75 for the property as conveyed by Grant Deed No. 68-22 (herein described) within sixty (60) days after date title to said property vests in, or is in escrow for the County of Yolo, free and clear of all liens, encumbrances, assessments, easements, and leases other than that unrecorded lease between Lloyd S. Farnham, Lessor, and John E. Jackson, Lessee, dated November 1966 to which lease the County takes subject.

This transaction will be handled through an Escrow Number 58452 with Western Title Guaranty Company of Woodland.

B. Pay prorata share of general and special County taxes for the fiscal year 1967-68 for the part taken, if unpaid.

C. Pay all escrow and recording fees incurred in this transaction including documentary tax stamps, if required, and if title insurance is desired by the County, the premium charged therefore.

D. During construction of this project (known as County Road 102 Work Order No. 4077) and prior to completion, the County will construct driveway aprons with necessary roadside culverts (15" Min. I.D.) at the following locations:

Engineers Station	Type	Top Width
1369+30 Left	Gravel	18'
1384+90 Left	Gravel	24'
1389+35 Left	Paved	16'
1391+75 Left	Gravel	16'

It is mutually understood and agreed that upon completion of the driveways and culverts above mentioned, they shall be considered as encroachments under permit upon the County Road and are to be maintained, repaired, and operated as such by Grantor in accordance with and subject to the laws of the State of California and the rules and regulations of the Department of Public Works of the County of Yolo.

E. Install standard "Type WM, Metal Posts" property fence along the Westerly line of the hereinabove described property, but located on Grantors' property. The new fence will be constructed prior to removal of the existing fence. Openings without gates in the new fence will be located as follows:

Engineers Station	Opening Width
1369+30 Left	18'
1384+90 Left	24'

New steel frame wire mesh gates will be installed by the County as follows:

Engineers Station	Gate Width
1389+35 Left	16'
1391+75 Left	16'

F. Construct 60' x 120' earth pad approximately 1' high left of Station 1384+60.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Approved as to Form
Dated OCT 11 1989
County Counsel

J. Floyd S. Hamlon
Grantor

Recommended for Approval,
By _____

COUNTY OF YOLO
Chairman of the Board of Supervisors
County of Yolo, State of California

(SEAL)

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

AGREEMENT NO. 68-90

(Supplemental to Agreement No. 67-107)
Subdivision No. 1083
(West Sacramento Port Center, Inc.)

FILED
OCT 14 1968
LAURENCE P. HENGAN, Clerk
By [illegible] Deputy

THIS AGREEMENT is made and entered into this 14th day of OCTOBER, 1968, by and between West Sacramento Port Center, Inc., "Subdivider", and the County of Yolo, hereinafter referred to as "County".

WHEREAS, the Subdivider has developed that area described as Subdivision No. 1083 and has presented plans and specifications for the landscaping of street islands in Beacon Boulevard as shown on the map of Subdivision No. 1083.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. That Subdivider will develop and construct the landscaping within the street islands as shown on plans heretofore submitted to and approved by the County.

2. That Subdivider shall indemnify and hold harmless the County from any and all loss, damage, or liability resulting from Subdivider's performance or non-performance of his duties under this Agreement, or from negligence of himself or his agents, servants and employees, and all action or causes of action filed by any person or persons claiming damage caused by the construction and maintenance of landscaping in the street islands.

3. That Subdivider will furnish County evidence acceptable to County of insurance, insuring County against claims for personal liability and property damage arising in the course of construction and maintenance of the landscaping in the sum of $100,000.00, in respect to personal injuries and/or death of any one person, $300,000.00 in respect to personal injuries or death for any one occurrence and $10,000.00 in respect to property damage in any one occurrence.

4. That should the Subdivider fail to construct the landscaping improvements within 270 days from the date of this supplemental agreement, the County may, at its option, place a 2" (inch) thick asphalt concrete blanket in the street islands shown on the approved plans to be landscaped. The asphalt concrete blanket shall be placed on compacted subgrade and the costs incurred shall be recoverable from the Subdivider.

5. The Subdivider shall obtain and file with the County a good and sufficient Security in the form of a surety bond in favor of the County of Yolo, and in a form approved by the County. The amount of such bond shall be not less than $5,000.00 or the estimated cost of removing landscaping, and/or placing a two inch thick blanket of asphalt concrete hereinabove described, whichever is greater. The bond shall remain in full force and effect as long as the landscaping remains in place unless the Subdivider has made other arrangements satisfactory to the County to guarantee perpetual maintenance of said landscaping.

6. It is mutually understood and agreed that the Subdivider shall maintain the landscaping, sprinkler system, and appurtenances in a workmanlike manner, generally free from weeds and debris, and shall be responsible for replacement of plants, shrubs, and/or trees which die or are destroyed by any cause whatsoever and that such landscaping shall be maintained in a neat and orderly manner.

7. It is further mutually understood and agreed that the cost of the above described maintenance shall be borne entirely by the Subdivider, and that should the Subdivider fail to perform the required maintenance the County may at its option and upon 60 days written notice to the Subdivider, remove the landscaping and place a two inch thick blanket of asphalt concrete within the street island areas and recover the cost of this work from the Subdivider or his surety.

8. That the terms of this agreement shall remain in force and effect until such time as by mutual consent of the parties to this agreement, other arrangements are made for the maintenance, or the landscaping is removed and the street islands surfaced with asphalt concrete in accordance with the terms of this supplemental agreement.

COUNTY OF YOLO

By W W Comer
Chairman, Board of Supervisors
County of Yolo, State of California

Approved as to form
Dated OCT 14 1958
County Counsel of Yolo County

WEST SACRAMENTO PORT CENTER, INC.

By _____
President

(Seal)

FILED
OCT 21 1968
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

BK

AGREEMENT NO. 68-91

(Agreement Amending Agreement No. 68-39)

GOLDEN STATE REHABILITATION AND MEDICENTERS, INC., doing business as SOMERSET WEST CAPITOL CONVALESCENT HOSPITAL hereby agrees to adhere to and be bound by the provisions of County of Yolo Agreement No. 66-77 entitled, "COMMUNITY-WIDE TRANSFER AGREEMENT BETWEEN HOSPITALS AND EXTENDED CARE FACILITIES", dated October 10, 1966, and filed with the Clerk on October 21, 1966.

Dated this 8 day of October, 1968.

GOLDEN STATE REHABILITATION AND MEDICENTERS, INC., doing business as SOMERSET WEST CAPITOL CONVALESCENT HOSPITAL

BY _____

(SEAL)

Date Accepted: OCTOBER 21, 1968

COUNTY OF YOLO

BY W W Comer
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY _____ DEPUTY

(SEAL)

FILED

OCT 28 1968

LAURENCE P. HENIGAN, Clerk

By BARBARA A. RODGERS Deputy

AGREEMENT NO. 68- 92

AGREEMENT FOR RECEIVING HOME FOR DEPENDENT AND NEGLECTED CHILDREN

Between

COUNTY OF YOLO and MR. AND MRS. JAMES GRIFFIS

The County of Yolo, hereinafter called the COUNTY, and Mr. and Mrs. JAMES GRIFFIS, hereinafter called the CONTRACTOR agree as follows:

1. The CONTRACTOR shall at all times during the term of this agreement provide and keep available at Route 3 Box 630, Woodland, California, the total of six (6) boarding home accommodations for children who are under the supervision or care of the COUNTY. The CONTRACTOR shall render boarding home care to all children so placed in accordance with the CONTRACTOR'S license and departmental policies, and shall furnish such service exclusively to the COUNTY and its departments.

2. The CONTRACTOR reserves the right to refuse or accept or to require the removal of any child, who, in the opinion of the CONTRACTOR, is so unmanageable that his reception and care by the CONTRACTOR would cause substantial injury or peril to its operation. Requests for removal shall be made by the CONTRACTOR to the County Probation Department.

3. The CONTRACTOR shall report to the County Probation Department on forms provided by the COUNTY, the name, date, time, placing department and other indicated information for each child placed with the CONTRACTOR by the Probation Department and for each such child discharged from the CONTRACTOR'S premises, as soon as practicable after the time of occurrence.

4. In consideration of the performance of the foregoing services, the COUNTY shall pay to the CONTRACTOR, on presentation of a proper claim therefor, a stand-by charge of $400.00 per

month, and, in addition, the boarding home rate of $3.00 per day for each child actually placed and receiving care. For the purpose of this agreement, a day's care shall be considered to be any portion of a day during which discharge occurs; except that where intake and discharge occur on the same day, the charge for one day shall be paid.

5. COUNTY will not make payments to CONTRACTOR for any period of time during which the home is not available for placement of children by reason of incapacity, illness, death, absence from the home, existence of unsuitable conditions, or for any other cause.

6. CONTRACTOR shall promptly notify COUNTY of any expected absence from the home, change of conditions, or other circumstance which might effect the suitability or availability of the home for placement of children, and any other change in circumstance of CONTRACTOR or the home which the County Probation Office shall require to be reported.

7. The CONTRACTOR shall not be entitled to the remuneration provided herein during any period of failure to comply with the terms of this agreement.

8. CONTRACTOR will at any time immediately surrender any child pursuant to this agreement to the appropriate County Officer upon request by the County Probation Officer.

9. This agreement shall be in effect for one (1) year from date hereof, but may be terminated upon thirty (30) days' written notice by either party.

10. IT IS HEREBY MUTUALLY AGREED by and between the parties hereto that CONTRACTOR is an independent contractor under this agreement and is not an agent or employee of COUNTY.

IN WITNESS WHEREOF, the parties hereunto have executed this agreement the day and year herein written.

DATED: October 21st, 1968.

COUNTY OF YOLO, a political subdivision of the State of California

BY W W Connor
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Pat E Lucas
DEPUTY

CONTRACTOR:

Mrs Jane Griffi

Mr James L Griffi

FILED
OCT 31 1968
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

YOLO COUNTY
AGREEMENT NO. 68-93

RECIPROCAL AGREEMENT RELATING TO THE EXPENSE OF MEDICAL CARE AND TREATMENT BETWEEN COUNTIES

THIS AGREEMENT, made and entered into this 21 day of October, 1968, by and between the COUNTY OF SUTTER, First Party, and the COUNTY OF YOLO, Second Party.

W I T N E S S E T H :

WHEREAS, Section 1475 of the Health and Safety Code of the State of California reads:

> "1475. Unless there exists a reciprocal agreement relating to the expense of medical care and treatment, it shall be the duty of every county to pay for the expense of treatment of its indigent residents furnished by the county hospital of any other county. As a condition of liability, the county providing such medical and hospital care shall, not more than ten (10) days after admission, give notice to the county of residence."

and,

WHEREAS, it is the desire of the parties hereto to enter into a reciprocal agreement as referred to in said code section.

NOW, THEREFORE, it is mutually covenanted and agreed by and between the parties hereto as follows:

1. That the cost of hospitalization and/or medical care rendered to an indigent person making his home in either county, by the county hospital or a county hospital doctor in the other county shall be at the cost of the county in which the indigent person makes his home at the time hospitalization or care is rendered.

2. Responsibility for payment for patients brought to either county hospital by ambulance shall be the county in which the ambulance run started unless the patient makes his home in the county providing the medical and/or hospital service.

3. The cost of hospitalization or medical care to be borne under this agreement by the county in which an indigent person makes his home shall be only that portion of the total cost of such hospitalization or medical care that is not recovered from the person or any applicable federal or state aid program.

4. The provision of Section 1475 of the Health and Safety Code referring to ten (10) days notice is not applicable and the County providing medical and hospital care may bill the county obligated to pay such cost in accordance with their ordinary billing procedure.

5. This agreement shall become effective when approved by the Board of Supervisors of both counties, and may be terminated at any time by giving thirty (30) days notice in writing from one county to the other addressed to the Board of Supervisors.

6. It is agreed that the hospitalization and/or medical care herein referred to shall be limited to emergency hospital or medical care and that all elective cases and all emergency cases after the emergency has passed, and which require prolonged convalescense, will be returnea to the county in which the person makes his home at the cost of that county.

7. Nothing herein contained shall be construed as forgiving or cancelling any obligation on the part of any county to pay obligations which have accrued prior to the execution hereof.

IN WITNESS WHEREOF, the parties have hereunto executed this agreement the day and year hereinabove first written.

COUNTY OF SUTTER

By J. R. Bagley
Chairman of the Board of Supervisors
County of Sutter, State of California

"FIRST PARTY"

ATTEST:

[signature]
CLERK of the Board of Supervisors

COUNTY OF YOLO

By W. W. Comer
Chairman of the Board of Supervisors
County of Yolo, State of California

"SECOND PARTY"

ATTEST:

LAURENCE P. HENIGAN
Clerk of the Board of Supervisors
Dale E. Lucas
By ..... DEPUTY

Approved as to Form
Dated OCT 31 1968
[signature]
County Counsel of Yolo County

FILED

NOV 25 1968

LAURENCE E. HENIGAN, Clerk

By Barbara A. Holzer

YOLO COUNTY
AGREEMENT NO. 68-94

CALIFORNIA STATE DEPARTMENT OF PUBLIC HEALTH

Contract No: 291

Special MCH-MR Grant Agreement

This agreement is made and entered into this first day of July, 1968 at Berkeley, California, by and between the State of California, through its Department of Public Health, hereinafter called the State, and the Yolo County Health Department hereinafter called the Contractor.

WITNESSETH: WHEREAS, the Congress of the United States, through the Children's Bureau, has made a financial allocation to the State of California to assist in providing mental retardation services in MCH programs in California; and

WHEREAS, local health departments and other public agencies, or non-profit private agencies, institutions or organizations in California may quality for these MCH funds in support of projects approved by the State; and

WHEREAS, there is an existing State program for establishing regional diagnostic, counseling and service centers for the mentally retarded; and

WHEREAS, the Contractor has submitted to the State an application for an MCH-MR special project grant, attached Exhibit B, and

WHEREAS, said application has been approved in its amended form for funding by the State;

NOW, THEREFORE, it is mutually agreed as follows:

1. The Contractor will carry out the services according to attached General Terms and Conditions, marked Exhibit A, and said approved project application, marked Exhibit B, which Exhibits A and B are by this reference made a part hereof.

2. The period of this contract shall be from July 1, 1968 to June 30, 1969

3. The Contractor shall submit a final report of project operations and such other reports as may be required by the State.

4. State shall reimburse the Contractor not more frequently than quarterly for actual expenditures in accordance with the budget herein contained, upon receipt of invoices in triplicate. The total liability of the State under this contract shall not exceed $ 1,930. .

5. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

Contractor: Yolo County Health Department Contract No: 291

IN WITNESS WHEREOF, this agreement has been executed, in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH

By _____
William J. Reese, Chief
Fiscal and Management Services

Yolo County Health Department
Contractor _____

By _____
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

Approved as to Form
Dated: NOV 21 1968
County Counsel of Yolo County

DO NOT WRITE IN THIS SPACE

This contract exempt from Department of General Services approval per SAM 1251.1

NOV 18 1968

Amount of this Estimate $ 1,000.00

I hereby certify upon my own personal knowledge that budgeted funds are available for this encumbrance (After Revision No. _____)

_____
Accounting Officer

These services may properly be performed outside of civil service provided that suitable certificates can be secured from the proper officials of the Yolo School

STATE PERSONNEL BOARD
By: _____ Date: _____

Exhibit A

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH

Bureau of Maternal and Child Health

General Terms and Conditions

MCH-MR Special Project Contracts

Contracts for MCH-MR Special Projects supported by the United States Children's Bureau Allocation to the California State Department of Public Health and all reimbursements thereunder are subject to the following:

1. USE OF FUNDS

A. Funds may be expended pursuant to the contract only for the purposes specified in the approved attached project application and in accordance with applicable Federal, State and local laws and regulations.

Funds may be used for the following direct costs: salaries and necessary travel expenses of professional, technical and supporting personnel; purchase of equipment, supplies and services; and such other specifically authorized expenses as may be essential to carry out the project. Where personnel work only part-time on the project, only that portion of their salaries and travel attributable to project operations may be paid from contract funds. Supporting time, salary and travel records must be kept in such instances.

If specifically provided in the approved project application, contract funds may be used for the purchase of medical and dental services provided in general health service clinics or in other facilities.

B. The Contractor will assume indirect (overhead) costs incurred in carrying out the project.

C. Funds may not be budgeted or used for the acquisition of land, acquisition or construction of buildings, travel outside California, dues payable to professional societies and organizations, costs of hospitalization or for medical or dental services except as authorized under Paragraph A.

D. It is expected that the Contractor will follow the distribution of funds by category as approved in the budget, with the exception that transfers without specific approval may be made between categories if such transfers in the contract period do not result in a cumulative increase in any budget category of more than 25 per cent of the amount originally authorized in that category. Where (1) a larger transfer is involved, or (2) a transfer, regardless of the amount, would result in a significant change in the character or scope of the project, an approved amendment must be secured.

E. For work or services performed by any individual under this contract, the Contractor shall not be reimbursed at rates in excess of (1) $18.75 per hour during any 24-hour period, or (2) $150.00 for any 24-hour period inclusive of Contractor's overhead, profits, and expenses. In addition, the Contractor may

be reimbursed for necessary traveling expenses and per diems for food and lodging at rates not to exceed those applicable to State employees under State Board of Control rules.

F. All encumbrances of contract funds must be incurred and supported by a valid encumbering document within the approved contract period, and unless otherwise authorized, liquidated within two years of the date on which the encumbrance was incurred.

2. FEES

To the extent authorized by State or local law, Contractors may collect fees for health services provided in connection with the operation of the contract and are authorized to use such fees for project operations as approved or amended in addition to the contract funds without amending the contract. Contractors shall be accountable to the State for an amount of funds equivalent to the total of the fees collected in addition to the amount of funds received in payments under the contract. This accountability may be satisfied (1) through the expenditure of such funds (contract expenditures plus fees collected for activity) on the project; (2) through refund of any unexpended funds to the State; or (3) through an equivalent reduction in subsequent State payments for contract expenditures.

3. REIMBURSEMENT FOR SERVICES

Reimbursement for referral services and X-ray and laboratory services shall not exceed the rates contained in the 1964 Relative Value Study and the schedule of maximum allowance for medical and related services approved by the State Department of Finance.

4. EQUIPMENT ACCOUNTABILITY

All equipment, materials, or property of any kind purchased from funds advanced or reimbursed under the terms of this agreement and not consumed in the work described herein, shall be the property of the State and disposed of as directed by the State. Contractor shall furnish, in a form acceptable to the State, a list of equipment when purchased.

5. RECORDS AND REPORTS BY CONTRACTOR

A. The Contractor must maintain necessary program and financial records to facilitate submission of required reports and the conduct of project operations review and fiscal audits.

B. Financial reports will be required quarterly. (A different reporting schedule may be arranged for contracts of short duration.)

A separate fund account shall be maintained for the project, unless subsidiary accounts are maintained to reflect total receipts and expenditures for the project by fund source and object classification. A separate control by source

and object classification shall be maintained to record such data. Expenditures reported for the project shall include any obligations incurred within the contract period. These accounts, supporting invoices, warrants, records of fees collected, payrolls, etc., shall be retained until the Federal and/or State fiscal audit is completed and any questions arising from it resolved. Records adequate for the identification and location of property purchased in whole or in part with contract funds also shall be maintained.

6. SITE VISITS AND AUDITS

A. The State may arrange for site visits by State and Federal representatives for the purpose of reviewing and evaluating project operations.

B. Fiscal audit may be made by representatives of the State and/or the Federal Government, and Contractors will receive a report of their findings. For auditing purposes, all records (see Paragraph 5) must be accessible to these representatives.

7. TERMINATION OF CONTRACTS AND REPAYMENT OF CONTRACT FUNDS

A. In the event a Contractor fails to comply with State and Federal law, regulations, or these terms and conditions, or fails to carry out the project as approved and pursuant to the contract, the State may, on reasonable notice to the Contractor, withhold further payments and terminate the contract.

B. Any unencumbered balance in or due the contract account, as determined by audit, at the termination of the contract must be refunded to the State.

8. CIVIL RIGHTS ACT OF 1964

The Contractor agrees that he will comply with the Civil Rights Act of 1964 (P.L. 88-352) to the end that, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in; be denied the benefits of, or be otherwise subjected to discrimination under any program or activity which is supported by Federal Funds. In the event of non-compliance such Federal Funds will be withheld until compliance can be assured. Invoices will certify that services performed under this contract have been provided in compliance with Civil Rights Act of 1964.

EXHIBIT B

CALIFORNIA STATE DEPARTMENT OF PUBLIC HEALTH
2151 BERKELEY WAY, BERKELEY, CALIFORNIA

MCH-WR SPECIAL PROJECT APPLICATION

(SUBMIT IN TRIPLICATE)

BEFORE COMPLETING THIS FORM, PLEASE REVIEW THE ACCOMPANYING INSTRUCTIONS.

1. NAME AND ADDRESS OF LOCAL HEALTH DEPARTMENT: Yolo County Health Department
10 Cottonwood Street, P.O. Box 1157, Woodland, California 95695

2. PLAN TITLE: Social Casework With Families of Retarded Children

3. NAME, ADDRESS AND TITLE OF PLAN DIRECTOR:
Herbert Bauer, M.D.
Public Health Dir. & Dir. of Mental Health
10 Cottonwood St., P.O. Box 1157, Woodland

4. NAME, ADDRESS AND TITLE OF FISCAL OFFICER:
Arthur Hoasley, Auditor-Controller
County of Yolo
Courthouse, Woodland, California

5. CONTRACT PERIOD FROM: 7-1-68 (MONTH, DAY, YEAR) TO: 6-30-69 (MONTH, DAY, YEAR)

BUDGET

	PERCENT OF TIME ON THIS PROGRAM	REQUESTED
A. PERSONNEL (SALARIES AND WAGES - SHOW THE EMPLOYEE BENEFITS SEPARATELY)		SUB-TOTAL:
B. EQUIPMENT		SUB-TOTAL:
C. SUPPLIES		SUB-TOTAL:
D. TRAVEL		SUB-TOTAL:
E. OTHER Professional & Specialized Services (Social Service Consultant)		SUB-TOTAL: $1050.00
F. TOTAL		TOTAL: $1050.00

G. AGREEMENT: CONTRACT FUNDS APPROVED AS A RESULT OF THIS PLAN ARE TO BE USED SOLELY FOR THE PURPOSE SET FORTH AND IN COMPLIANCE WITH THE TERMS AND CONDITIONS ESTABLISHED BY THE STATE HEALTH DEPARTMENT.

DATE

SIGNATURE OF PLAN DIRECTOR

NARRATIVE (USE ADDITIONAL PAGES IF NECESSARY)

It is planned to continue our Mental Retardation program which in very limited way provides social casework services for families one of whose children is mentally retarded. Since in view of the relatively small sum available for this purpose the program has to be restricted in time, a number of representative families will have to be selected. Specific program points consist of arranging for adequate diagnostic examinations of children, particularly of preschool age suspected of developmental and mental retardation, and interpretation of medical findings to the parents, assistance with preparation for admission to State institutions in cases where this appears indicated; consultation to our own staff members, particularly public health nurses, in the management of mentally retarded children. Cooperation with schools has been an important part of this program and will hopefully be continued. In a few instances, occupational and vocational services were rendered to retarded students about to graduate from high school. It is hoped that this valuable service can not only be continued but broadened by extending social casework services beyond the field of mental retardation. Since it is doubtful that such funds will become available through MCH sources, application for additional funds is submitted under our program of Chronic Illness and Aging in the hope that supplemental monies may become available for our social worker to treat other chronically handicapping conditions.

We have been able to obtain the part-time services of a qualified social worker who in addition to direct casework with some selected families renders consultation to our own staff, our Mental Health Service, the schools, and the local Welfare Department.

Evaluation will have to consist of listing of cases referred, consultations rendered, and disposition of individual applicable conditions.

FILED

NOV 20 1968

LAURENCE P. HENIGAN, Clerk

By [signature] Deputy

AGREEMENT NO. 68-95

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 28th day of October, 19 68, by and between

California Building Wrecking Company

hereinafter termed "Contractor," and the County of Yolo, hereinafter termed "County";

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the Contractor's accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said County, and under the conditions expressed in the two bonds, bearing even date with this contract, and hereunto attached, the said Contractor agrees with said County at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications and plans to be furnished by said County necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the Department of Public Works, of the County of Yolo,

Demolition of Del Mar Hotel, Woodland

Demolition of Washington School, Broderick

(Description and Location of Project)

in accordance with the special provisions, and specifications of the County of Yolo, which said special provisions and specifications are hereby specifically referred to and by such reference made a part hereof.

The work to be done is shown upon a set of plans entitled County of Yolo, Department of Public Works,

_____

_____

(Plan Index No. None) (WO #0226 0227)

Approved 9/23/68 (date), by the Director of Public Works, which said set of plans is hereby made a part of this contract.

ARTICLE II - And the said Contractor agrees to receive and accept the prices as set forth in the accepted proposal as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them.

ARTICLE III - The said County hereby fixes the time for commencement of said work to be within fifteen (15) days next after the date of this Contract and for its completion to be within fifty (50) working days next after the actual date of commencement; and further promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE IV - It is mutually agreed by and between the County and the Contractor that the time of service of any laborer, workman or mechanic employed upon any part of the foregoing work shall be limited and restricted to eight (8) hours during any one calendar day, and neither said party nor any

subcontractor or other person employed upon said work shall require, suffer, or permit any such laborer, workman or mechanic to labor thereon more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger of life or property.

ARTICLE V - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Special Provisions which are hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

ARTICLE VI - It is further stipulated and agreed by and between the County and the Contractor hereto that no alien shall be employed upon any part of the foregoing work, except in cases of extraordinary emergency caused by fire, flood or danger to life or property, or except to work upon public, military or naval defenses or work in time of war. For any breach of any of the stipulations contained in the above paragraphs relative to hours of labor, rates of wages and employment of aliens, the Contractor shall forfeit to the said Board of Supervisors of the County of Yolo, to be retained by said County out of monies payable to said party under the terms of this Contract, a penalty in the sum of Ten (10) Dollars per day for each laborer, workman or mechanic employed in the execution of said Contract, by said Contractor, or any subcontractor under it for each calendar day during which any such laborer, workman or mechanic is required and/or permitted to labor more than eight (8) hours in violation of and/or is paid a rate of wages in violation of the provisions of said paragrapns and the stipulations of this Contract.

ARTICLE VII - It is further stipulated and agreed that the materials and supplies used in the work herein described shall be only such as are substantially produced in the United States of America, as required by Chapter 4 of Division 5 of Title 1 of the Government Code of the State of California.

IN WITNESS WHEREOF, the Parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED:

(County Counsel) NOV 20 1968

COUNTY OF YOLO

By W. W. Comer
Chairman of the Board of Supervisors

ATTEST:
Laurence P. Henigan, Clerk

By [illegible], Deputy

By [illegible]
Contractor

(19)

Agreement No. 68-95

Woodland California

October 29, 1968

Ella B. Crego

Grantor

FILED
NOV - 7 1968
LAURENCE E. HERMAN, Clerk
By Barbara Rodgers
Deputy

RIGHT OF WAY CONTRACT-COUNTY HIGHWAY

Document No. 68-23 in the form of a Grant Deed, covering the following described property:

A parcel of land being a portion of the Southeast Quarter of Section 22, T. 11 N., R. 2 E., M.D.B.&M., Yolo County, California, more fully described as follows:

COMMENCING at the Southeast corner of said Section; thence North 00°17'35" West 30.00 feet along the East line of said Section; thence North 89°59'00" West 30.00 feet to the intersection of the West line of County Road No. 102 with the North line of County Road No. 14, THE TRUE POINT OF BEGINNING; THENCE North 89°59'00" West 19.86 feet along said North line; thence North 00°01'00" West 2620.96 feet to the North line of said Southeast quarter; thence South 89°13'15" East 7.22 feet along said North line to the West line of said County Road No. 102; thence along said West line, being parallel with and 30.00 feet distant from the East line of said Section, South 00°17'35" East 2620.90 feet to the true point of beginning.

Containing 0.816 acres.

has been executed and delivered to Howard Van Reyper, Jr., Director of Public Works of the County of Yolo.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said

document and shall relieve the County of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.

II. The County shall:

A. Pay the undersigned grantor the sum of $980.00 for the property as conveyed by Grant Deed No. 68-23 (herein described) within sixty (60) days after date title to said property vests in, or is in escrow for the County of Yolo, free and clear of all liens, encumbrances, assessments, easements, and leases recorded and/or unrecorded.

This transaction will be handled through an escrow number 58451 with Western Title Company of Woodland.

B. Pay all escrow and recording fees incurred in this transaction including documentary tax stamps, if required, and if title insurance is desired by the County, the premium charged therefore.

C. During construction of this project (known as County Road 102 Work Order No. 4077) and prior to completion, the County will install 22"x13"x64' C.M.P. Arch. cross culverts at the following locations:

Engineers Station
109+00
127+38
133+50

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Margaret Emmett Hoover
Exec. of Estate of Ella B. Cregg
Grantor

Recommended for Approval,

By _____

_____
Chairman, Board of Supervisors
County of Yolo, State of California

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

Approved as to Form
Dated: May 7 1998

_____
County Counsel of Yolo County

APPROVED AS TO FORM BY GENERAL COUNSEL
AUGUST 18, 1965

C.S.7352

JAN 6 1969

RAF - 10/2/68 - V - 21320/321-2

LAURENCE P. HENIGAN, Clerk
By [illegible] Deputy

STREET OR HIGHWAY EASEMENT

YOLO COUNTY
AGREEMENT NO. 68-07

This Indenture, made this 4th day of November, 19 68, by and between SOUTHERN PACIFIC COMPANY, a corporation of the State of Delaware, herein called "Railroad," and COUNTY OF YOLO, a political subdivision of State of California, herein called "Grantee";

Witnesseth:

1. That Railroad hereby grants to Grantee the right to construct, reconstruct, maintain and use a street or highway, hereinafter termed "highway," upon and across the real property described on the attached Exhibit "A."

2. The rights herein granted are expressly limited vertically and shall not extend beyond a plane parallel with and twenty (20) feet above the roadway surface of the highway as originally constructed, except that lighting fixtures and similar highway appurtenances may extend above said plane, provided that any such facilities will be removed or rearranged within thirty (30) days after notification from Railroad that such facilities interfere with Railroad's intended use of the space above said plane.

3. This grant is subject and subordinate to the prior right of Railroad to use all the property described in the performance of its duty as a common carrier, and there is reserved unto Railroad the right to construct, reconstruct, maintain, use and remove existing and future, railroad, transportation, communication and pipeline facilities and appurtenances in, upon, over, under, across or along said property. In event tracks are removed from said property, Railroad shall not be obligated to make any change in the grade of said highway.

This grant is subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens and claims of title which may affect said property, and the word "grant" shall not be construed as a covenant against the existence thereof.

4. The rights herein granted shall lapse and become void if the construction or reconstruction of said highway is not commenced within one (1) year from the date first herein written.

5. This grant shall not be construed as conveying or otherwise vesting in Grantee the right to install or to authorize the installation of any ditches, pipes, drains, sewer or underground structures, or the facilities of any telegraph, telephone or electric power lines in, upon, over, under, across or along said property, except as necessary for maintenance of said highway.

6. Grantee shall obtain any necessary governmental authority to construct, reconstruct, maintain and use said highway. Any contractor performing work on the property herein described shall execute Railroad's standard form of contractor's agreement prior to commencing any work on Railroad's premises.

7. Except as herein otherwise provided, Grantee shall bear the entire expense of constructing, reconstructing and maintaining said highway. The crossing of said highway over any tracks of Railroad shall be constructed and maintained at the grade of said tracks now or hereafter existing. After the construction or reconstruction of said highway has been completed, Railroad shall maintain the surface of that portion of said highway between lines two (2) feet outside the rails of each track located thereon. Should Railroad abandon tracks leading to said highway, Railroad may abandon its rails, ties and appurtenant materials and leave the same in place. In such event, Railroad shall not be liable for maintenance of the portion of said highway specified above.

8. As part consideration herefor, Grantee agrees to pay Railroad an amount equal to all assessments levied by any lawful body against the property of Railroad to defray any part of the expense incurred in connection with the construction or reconstruction of said highway commenced within one (1) year from the date first herein written.

9. Should Grantee at any time abandon the use of said property or any part thereof, or fail to use the same for said purpose for a continuous period of one (1) year, the rights granted shall cease to the extent of the use so abandoned or discontinued, and Railroad shall at once have the right, in addition to, but not in qualification of, the rights hereinabove reserved, to resume exclusive possession of said property or the part thereof the use of which is so discontinued or abandoned. Upon termination of the rights hereby granted, Grantee agrees to remove said highway, including the paving, from said property of Railroad, to restore said property as nearly as practicable to the same state and condition in which it existed prior to the construction of said highway, and to bear the expense thereof. Should Grantee in such event fail, neglect or refuse to so remove said highway and restore said property, such removal and restoration may be performed by Railroad, at the expense of Grantee, which expense Grantee agrees to pay to Railroad upon demand.

10. Should Railroad remove or abandon in place all of its facilities at said location and Railroad no longer desires to retain interest in said property, Grantee shall be required to purchase Railroad's interest in said property at the then fair market value.

11. This indenture shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

12. It is understood and agreed that Sections 13 to 16, inclusive, on the Insert hereto attached are hereby made parts of this indenture.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate as of the day and year first herein written.

COUNTY OF YOLO

By [signature] Chairman, Board of Supervisors

By [signature] Clerk, Board of Supervisors

SOUTHERN PACIFIC COMPANY

By [signature] (Title) Assistant Vice President

Attest [signature] Assistant Secretary

(See Back)

STATE OF CALIFORNIA,)
City and County of San Francisco) ss.

On this 12th day of December in the year One Thousand Nine Hundred and Sixty-eight before me, John E. Jurgens, a Notary Public in and for the City an County of San Francisco, State of California, personally appeared W. M. Jaekle and A. E. Hill, known to me to be the Vice President and Assistant Secretary, respectively, of the corporation described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the corporation therein named and they acknowledged to me that such corporation executed the same.

(65 Market St.)

JOHN E. JURGENS
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL PLACE OF BUSINESS IN
CITY AND COUNTY OF
SAN FRANCISCO

My Commission Expires June 14, 1969

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco, the day and year in this certificate first above written.

Corporation

Notary Public in and for the City and County of San Francisco, State of California

My Commission Expires June 14, 1969.

Approved as to Form

Dated

County Counsel of Yolo County

INSERT

County Road 93-B Crossing
No. AE 95.7
Zamora, California

13. Railroad shall furnish all necessary labor and materials, tools and equipment to install and shall install two flashing light grade crossing signals equipped with automatic gate arms, together with necessary actuating and operating circuits and adequate instrument housing, hereinafter collectively referred to as signals, at said highway. Said signals shall be located approximately as indicated in red on the said attached print. Installation of and all materials for such signals shall be in accordance with the Railroad's usual standards. Such installation shall include removal of existing crossing signs.

Grantee agrees to reimburse Railroad for fifty per cent (50%) of all costs and expenses incurred by Railroad in connection with the furnishing and installation of said signals and the removal of existing signal protection.

14. Railroad shall submit to Grantee a bill for sixty per cent (60%) of its share of the estimated cost upon completion of work contemplated, which bill Grantee agrees to promptly pay. Should the actual cost prove, upon completion of audit to be more or less than such estimated cost, the difference shall be promptly paid by Grantee or refunded by Railroad, as the case may be.

15. After installation of said signals has been completed, Railroad shall maintain the same so long as they remain in place. Cost of maintaining said signals shall be borne and paid for by the parties hereto in accordance with order or resolution of the Public Utilities Commission of State of California apportioning the cost of maintenance provided, however, that the liability of Grantee to pay its share of said maintenance costs assigned to Grantee by said Public Utilities Commission shall be limited to the amount of sums paid to Grantee from funds set aside for allocation to the Public Utilities Commission pursuant to Section 1231.1 of the California Public Utilities Code. The precise manner and method of determining applicable charges, manner and method of payment and other procedures under said sections shall be governed by any applicable decisions of the California Public Utilities Commission.

16. The work to be performed by the Railroad hereunder shall be undertaken as soon as labor and materials are available, following execution of this indenture, and shall be completed within one (1) year thereafter.

EXHIBIT "A"

Crossing AE 95.7

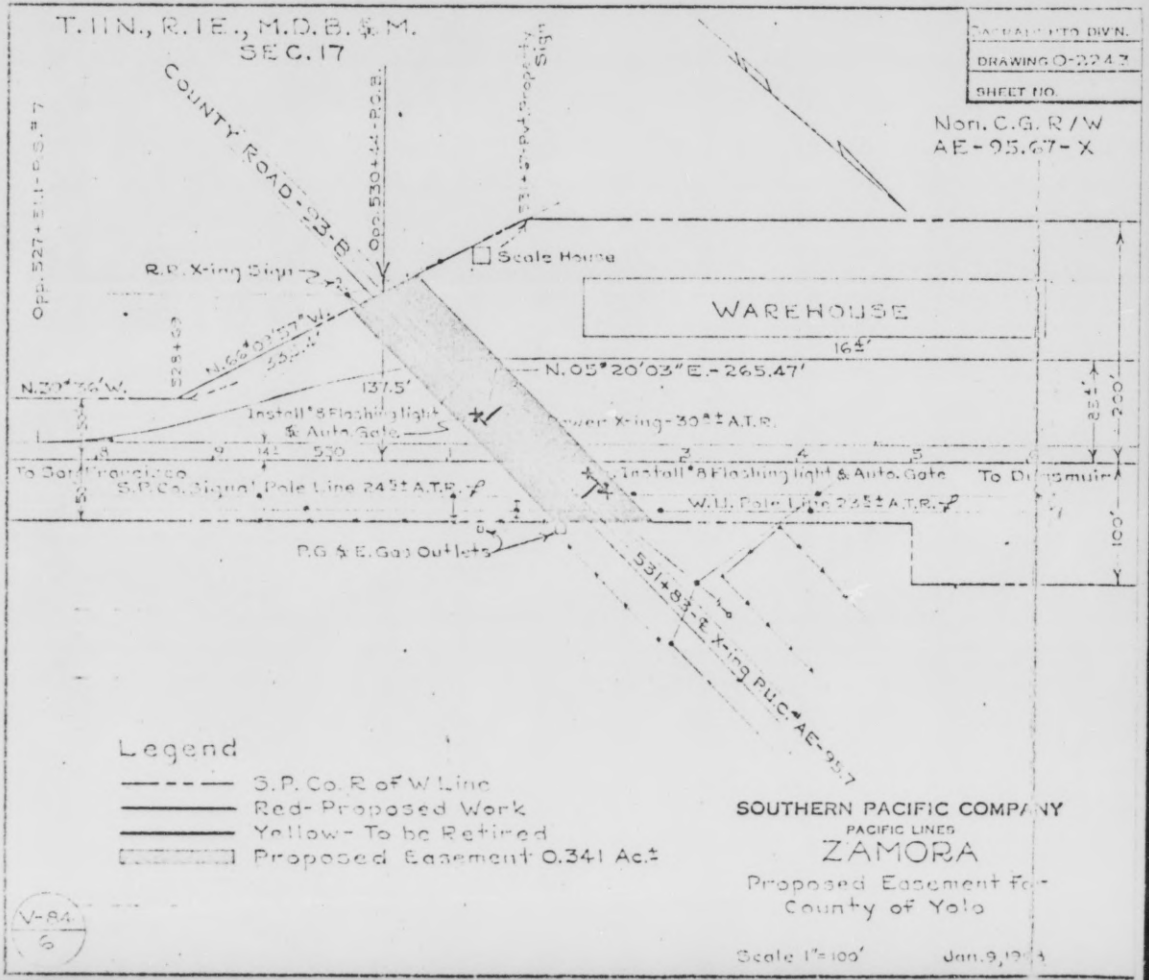
A strip of land 60.00 feet wide, situate, lying and being in Section 17, Township 11 North, Range 1 East, Mount Diablo Base and Meridian in the County of Yolo, State of California, lying equally 30.00 feet on each side of the following described center line:

Beginning at the point of intersection of the westerly line of land of the Southern Pacific Company with the center line of County Road 93-B, said point being distant 137.5 feet southwesterly, measured at right angles, from the center line of said Company's main track (Davis to Tehama) at or near said Company's Engineer Station 530+44 (for the purpose of this description said center line of track bears North 39° 36' West); thence from said point of beginning North 05° 20' 03" East along the northerly prolongation of said center line of said road 265.47 feet to a point in the easterly line of land of said Company.

The side lines of the above described strip of land terminate in said westerly and easterly lines of said Company's land.

Said strip of land contains an area of 0.341 of an acre, more or less.

The above described parcel of land is shown on print of Railroad's Sacramento Division Drawing O-2243, dated January 9, 1968, attached and made a part hereof.


T. 11 N., R. 1 E., M.D.B. & M.
SEC. 17
SACRAMENTO DIV'N.
DRAWING O-2243
SHEET NO.
Non. C.G. R/W
AE-95.67-X
COUNTY ROAD-93-B
Opp. 530+41 P.O.B.
Opp. 527+81 P.O.B. #7
R.R. X-ing Sign
Scale House
WAREHOUSE
165'
N. 05° 20' 03" E. - 265.47'
N. 30° 26' W.
137.5'
Install 8 Flashing light & Auto. Gate
Power X-ing - 30°± A.T.R.
200'
100'
To Sacramento
S.P. Co. Signal Pole Line 24.5± A.T.R.
W.U. Pole Line 24.5± A.T.R.
To Dixon
R.G. & E. Gas Outlets
531+83.2 X-ing P.U.C. AE-95.7
Legend
S.P. Co. R of W Line
Red - Proposed Work
Yellow - To be Retired
Proposed Easement 0.341 Ac.±
SOUTHERN PACIFIC COMPANY
PACIFIC LINES
ZAMORA
Proposed Easement for
County of Yolo
Scale 1" = 100'
Jan. 9, 19

(16)

Agreement No. 68-98

WOODLAND California

NOVEMBER 18, 1968

John E. Jackson &

Ruth Jackson
Grantors

FILED
JAN 20 1969
LAURENCE P. HORGAN, Clerk
By Barbara Rodgers
Deputy

RIGHT OF WAY CONTRACT-COUNTY HIGHWAY

Document No. 13524 in the form of a Quit Claim Deed, covering the following described property:

A strip of land being a portion of the Southeast Quarter of Section 34, T. 10 N., R. 2 E., M.D.B.&M., Yolo County, California, more fully described as follows:

COMMENCING at the Southeast corner of said Section 34; thence along the East line of said section North 00°20'33" East 25.00 feet; thence North 89°47'38" West 30.00 feet to the Northwest corner of County Road 102 and Gibson Road, THE TRUE POINT OF BEGINNING; THENCE continuing along the North line of Gibson Road North 89°47'38" West 70.00 feet; thence North 03°08'22" East 614.79 feet; thence along a line parallel to and 70.00 feet West of the East line of said Section 34, North 00°20'33" East 1984.29 feet to a point on the Westerly line of that certain parcel acquired by Division of Highways State of California recorded in Book 825 of Official Records at page 535; thence along said Westerly line South 18°58'51" East 120.88 feet to a point on the West line of County Road 102; thence along said line South 00°20'33" West 2484.10 feet to the true point of beginning.

Containing 2.545 acres.

has been executed and delivered to Howard Van Reyper, Jr., Director of Public Works of the County of Yolo.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

I. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.

II. The County shall:

A. Pay the undersigned grantors the sum of $302.70 for the property as conveyed by Quit Claim Deed No. 13524 (herein described) within sixty (60) days after date title to said property vests in, or is in escrow for the County of Yolo.

This transaction will be handled through an Escrow Number 58452 with Western Title Guaranty Company of Woodland.

B. Pay all escrow and recording fees incurred in this transaction including documentary tax stamps, if required, and if title insurance is desired by the County, the premium charged therefore.

C. Dismiss, as to John E. Jackson the complaint in Eminent Domain on file in the Superior C ourt of Yolo County Action No. 24162 whereby condemnation of the instant property is prayed.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Approved as to Form
Dated:

County Counsel of Yolo County

Recommended for Approval,

By

John E. Jackson

Grantors

COUNTY OF YOLO

Chairman of the Board of Supervisors
County of Yolo, State of California

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

FILED
NOV 20 1968
LAURENCE P. HENIGAN, Clerk
By PETE E. LUCAS
Deputy

AGREEMENT NO. 68-99

(Amendment to Lease Agreement No. 67-25)

THIS AMENDMENT TO LEASE made and entered into this 6th day of November, 1968, by and between the COUNTY OF YOLO, a political subdivision, hereinafter called LESSOR, and CLARENCE DANIELSON, hereinafter referred to as LESSEE,

Micro Fiched

W I T N E S S E T H:

1. WHEREAS, the parties hereto have entered into a lease dated May 7th, 1967, Agreement No. 67-25, as to a portion of the County Farm for certain agricultural purposes; and

2. WHEREAS, the parties in negotiating the rent payable under said lease did so upon the assumption that no real property taxes would be levied upon LESSEE'S interest; and

3. WHEREAS, a property tax has been levied upon LESSEE'S possessory interest in the premises of said lease,

NOW, THEREFORE, IT IS HEREBY AGREED that said lease is hereby amended by the addition of the following paragraph:

Micro Fiched

16. TAXES.

Upon presentation to LESSOR of a paid tax bill therefor, LESSOR shall reimburse LESSEE the amount of any property taxes levied upon LESSEE'S possessory interest in the premises.

IN WITNESS WHEREOF, the parties hereto have executed this amendment to lease the day and year first above written.

LESSOR:
COUNTY OF YOLO, a political subdivision

BY W W Comer
CHAIRMAN OF THE BOARD OF SUPERVISORS
NOV 20 1968

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY Pete E. Lucas DEPUTY
(SEAL)

Clarence Danielson
CLARENCE DANIELSON

FILED
NOV 20 1968
LAUREN[illegible]
By [illegible]

AGREEMENT NO. 68-100

(Amendment to Lease Agreement No. 64-74)

Micro Fiched

THIS AMENDMENT TO LEASE made and entered into this 18th day of November, 1968, by and between the COUNTY OF YOLO, a political subdivision, hereinafter called LESSOR, and JEFFERY MILLING COMPANY of Winters, California, hereinafter referred to as LESSEE,

W I T N E S S E T H:

1. WHEREAS, the parties hereto have entered into a lease dated July 27th, 1964, Agreement No. 64-74, as to a portion of the Winters-Davis Flight Strip;

2. WHEREAS, the parties in negotiating the rent payable under said lease did so upon the assumption that no real property taxes would be levied upon LESSEE'S interest; and

3. WHEREAS, a property tax has been levied upon LESSEE'S possessory interest in the premises of said lease,

NOW, THEREFORE, IT IS HEREBY AGREED that said lease is hereby amended by the addition of the following paragraph:

8. TAXES.

Micro Fiched

Upon presentation to LESSOR of a paid tax bill therefor, LESSEE may offset against the rent payable hereunder any property taxes levied upon LESSEE'S possessory interest in the premises. Upon presentation to LESSOR of a paid tax bill therefor, LESSOR shall refund to LESSEE the amount of rent payable hereunder to the extent of any property tax already paid levied upon LESSEE'S possessory interest in the premises.

IN WITNESS WHEREOF, the parties hereto have executed this amendment to lease the day and year first above written.

LESSOR:
COUNTY OF YOLO, a political subdivision

BY W W Comar
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY [signature]
DEPUTY

(SEAL)

Micro Fiched

LESSEE:
JEFFERY MILLING COMPANY

BY [signature]

(SEAL)

INCORPORATED JUNE 21 1946 CALIFORNIA

Micro Fiched

FILED
NOV 20 1968
LAURENCE [illegible] Clerk
By..... PETE E. LUCAS

AGREEMENT NO. 68- 101

(Amendment to Lease Agreement No. 65-153)

Micro Fiched

THIS AMENDMENT TO LEASE made and entered into this 18th day of November, 1968, by and between the COUNTY OF YOLO, a political subdivision, hereinafter called LESSOR, and JEFFERY MILLING COMPANY of Winters, California, hereinafter referred to as LESSEE,

W I T N E S S E T H:

1. WHEREAS, the parties hereto have entered into a lease dated September 13th, 1965, Agreement No. 65-153, as to a portion of the Winters-Davis Flight Strip for certain agricultural purposes;

2. WHEREAS, the parties in negotiating the rent payable under said lease did so upon the assumption that no real property taxes would be levied upon LESSEE'S interest; and

3. WHEREAS, a property tax has been levied upon LESSEE'S possessory interest in the premises of said lease,

NOW, THEREFORE, IT IS HEREBY AGREED that said lease is hereby amended by the addition of the following paragraph:

8. TAXES.

Micro Fiched

Upon presentation to LESSOR of a paid tax bill therefor, LESSEE may offset against the rent payable hereunder any property taxes levied upon LESSEE'S possessory interest in the premises. Upon presentation to LESSOR of a paid tax bill therefor, LESSOR shall refund to LESSEE the amount of rent payable hereunder to the extent of any property tax already paid levied upon LESSEE'S possessory interest in the premises.

IN WITNESS WHEREOF, the parties hereto have executed this amendment to lease the day and year first above written.

LESSOR:
COUNTY OF YOLO, a political subdivision

BY W W Carmen
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Pete E. Lucas
DEPUTY

(SEAL)

Micro Fiched

LESSEE:
JEFFERY MILLING COMPANY

BY _____

(SEAL)

Micro Fiched

FORM 2—APPROVED BY THE ATTORNEY GENERAL (REV. 9-64)
CONTRACTOR—( )
STATE AGENCY—( )
DEPT. OF GENERAL SERVICES—( )
CONTROLLER—( )

STATE OF CALIFORNIA
STANDARD AGREEMENT

YOLO COUNTY AGREEMENT NO. 68-202

NUMBER 336 Micro Fiched

THIS AGREEMENT, Made and entered into this 30th day of September, 19 68, at Sacramento, County of Sacramento, State of California, by and between State of California, through its duly elected appointed, qualified and acting Chief, Office of Fiscal and Management Services (Title of officer acting for State) Department of Public Health (Department or other agency) hereinafter called the State, and

County of Yolo

hereinafter called the Contractor.

FILED
JAN - 9 1969
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rogers, Deputy

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

1. The Contractor shall expand an existing Social Services Program by adding a one-half time social worker for consultation to schools and other agencies, for case-work services and for supervision of a graduate social work student.

2. The period of this contract shall be from October 1, 1968 through June 30, 1969.

3. The State shall reimburse the Contractor, monthly in arrears upon submission of an invoice in triplicate, for actual expenditures in accordance with the budget herein contained, provided however, that the total amount payable hereunder shall not exceed $6,174.

4. The Contractor agrees that he will comply with the Civil Rights Act of 1964 (P.L. 88-352) to the end that, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in; be denied the benefits of, or be otherwise subjected to discrimination under any program or activity which is supported by Federal Funds. (continued on reverse side)

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, This agreement has been executed, in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

STATE OF CALIFORNIA

Department of Public Health (Name of State agency)

By [signature]

Chief, Office of Fiscal and Management Services (Title)

Contractor County of Yolo (If other than an individual, state whether a corporation, partnership, etc.)

By [signature]

CHAIRMAN, BOARD OF SUPERVISORS, COUNTY OF YOLO, STATE OF CALIFORNIA (Title)

10 Cottonwood St. (Address)

P.O. Box 1127, Woodland, Calif. 95695

(Continued on ____ sheets, each bearing name of Contractor)

Micro Fiched

"I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1201.13 have been complied with and this document is exempt from review by the Department of Finance."

DO NOT WRITE IN THIS SPACE

Approved as to form

Department of General Services

APPROVED

JAN 2 1969

By ANDREW R. LOLLI, Director

Asst. Chief Counsel

To Be Charged Against: Appropriation	FY 1968/69
Function or Fund	Public Health Federal Fund
Line Item Allotment	314 (d)
	☒ O.E. ☐ Eq.
Amount of this Estimate	$6,174.00
Unencumbered remainder after posting this estimate to Allotment Expenditure Ledger	
Adjustment increasing encumbrances	
Adjustment decreasing encumbrances	

I Hereby Certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. (After T.B.A. No. ____ or B.R. No. ____)

Signature of Accounting Officer

1. The State hereby agrees to pay for the services and materials at the times, in the manner and for the consideration, herein expressed.

2. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract. The Contractor shall provide necessary workman's compensation insurance at Contractor's own cost and expense.

3. The parties hereto agree that the Contractor, and any agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

4. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

5. This agreement is not assignable by Contractor either in whole or in part.

Micro Fiched

6. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

7. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

8. Contractor shall not be allowed or paid travel or per diem expenses unless set forth in this agreement.

In the event of non-compliance, such Federal Funds will be withheld until compliance can be assured. Invoices will certify that services performed under this contract have been provided in compliance with Civil Rights Act of 1964.

5. For work or services performed by any individual under this contract, the Contractor shall not be reimbursed at rates in excess of (1) $10.75 per hour during any 24-hour period, or (2) $150.00 for any 24-hour period, inclusive of Contractor's overhead, profits, and expenses. In addition, the Contractor may be reimbursed for necessary traveling expenses and perdiems for food and lodging at rates not to exceed those applicable to State employees under State Board of Control rules.
6. All equipment, materials, or property of any kind purchased from funds advanced or reimbursed under the terms of this agreement and not consumed in the work described herein, shall be the property of the State and disposed of as directed by the State. Contractor shall furnish, in a form acceptable to the State, a list of equipment when purchased.
7. Budget

Salaries and Wages (Including Employee benefits)	$5,200
Equipment	529
Operating Expenses (Includes Supplies and Travel)	445
Total	$6,174

Micro Fiched

Approved as to Form
Dated DEC 2 3 1969

County Counsel of Yolo County

FILED

DEC 31 1968

LAURENCE P. HENIGAN, Clerk

By [signature] Deputy

YOLO COUNTY
AGREEMENT NO. 68-103

FREEWAY MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into, in triplicate, this 2nd day of December, 19 68, by and between the State of California, acting by and through the Department of Public Works, Division of Highways, hereinafter for convenience referred to as "the State," and the County of Yolo, hereinafter for convenience referred to as "the County," witnesseth:

Micro Fiched

WHEREAS, on September 23, 1968, a Freeway Agreement was executed between the County and the State wherein the County agreed and consented to certain adjustments of the County road system required for the development of that portion of State Highway Route 5, within the limits of the County of Yolo as a freeway, and

WHEREAS, said freeway has now been completed or is nearing completion, and the parties hereto mutually desire to clarify the division of maintenance responsibility as to separation structures, and County roads or portions thereof, and landscaped areas, within the freeway limits, and

WHEREAS, under Section 4 of the above Freeway Agreement, the County will resume control and maintenance over each of the relocated or reconstructed County roads except on those portions thereof adopted as a part of the freeway proper.

1. ROADWAY SECTIONS

Micro Fiched

The County will maintain, at County expense, all portions of County roads and appurtenant structures and bordering areas, within the shaded area on the attached map marked Exhibit "A" and made a part hereof by this reference.

Micro Fiched

2. VEHICULAR OVERCROSSINGS

The State will maintain, at State expense, the entire structure below the deck surface except as hereinafter provided. The County will maintain, at County expense, the deck and/or surfacing and shall perform such work as may be necessary to ensure an impervious and/or otherwise suitable surface. The County will also maintain all portions of the structure above the bridge deck, as above specified, as well as all traffic service facilities that may be required for the benefit or control of County road traffic.

3. LANDSCAPED AREAS ADJACENT TO CROSSING STRUCTURES

Landscaped areas within the limits reserved for freeway use, including traffic interchanges and on- and off-ramp areas but excluding frontage road areas, will be maintained by the State. All plantings or other types of roadside development lying outside of the area reserved for freeway use will be maintained by the County.

Micro Fiched

4. RESPONSIBILITY

It is understood and agreed that neither the State, nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the County under or in connection with any work, authority or jurisdiction delegated to the County under the Freeway Agreement and further clarified by this Freeway Maintenance Agreement. It is also understood and agreed that pursuant to Government Code Section 895.4, the County shall fully indemnify and hold the State harmless from any damage or liability occurring by reason of anything done or omitted to be done by the County under or in connection with any work, authority or jurisdiction delegated to the County under the Agreement.

Micro Fiched

It is understood and agreed that neither the County nor any officer or employee thereof, is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the State under or in connection with any work, authority or jurisdiction not delegated to the County under the Freeway Agreement and further clarified by this Freeway Maintenance Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, the Department shall fully indemnify and hold the County harmless from any damage or liability occurring by reason of anything done or omitted to be done by the State under or in connection with any work, authority or jurisdiction delegated to the County under the Freeway Agreement and further clarified by this Agreement.

5. EFFECTIVE DATE

This Agreement shall be effective upon the date of its execution by the State; it being understood and agreed, however, that the execution of this Agreement shall not affect any pre-existing obligations of the County to maintain designated areas pursuant to prior written notice from the State that work in such areas, which the County has agreed to maintain pursuant to the terms of the Freeway Agreement, has been completed.

Micro Fiched

Approval Recommended

District Engineer

Maintenance Engineer

Approval as to Form

Attorney for Department

Attorney

STATE OF CALIFORNIA
Transportation Agency
Department of Public Works
Division of Highways

J. A. LEGARRA
State Highway Engineer

By
Deputy State Highway Engineer

COUNTY OF YOLO

By
Chairman, Board of Supervisors

By LAURENCE P. HENIGAN
County Clerk

By

County Council of Yolo County

Micro Fiched

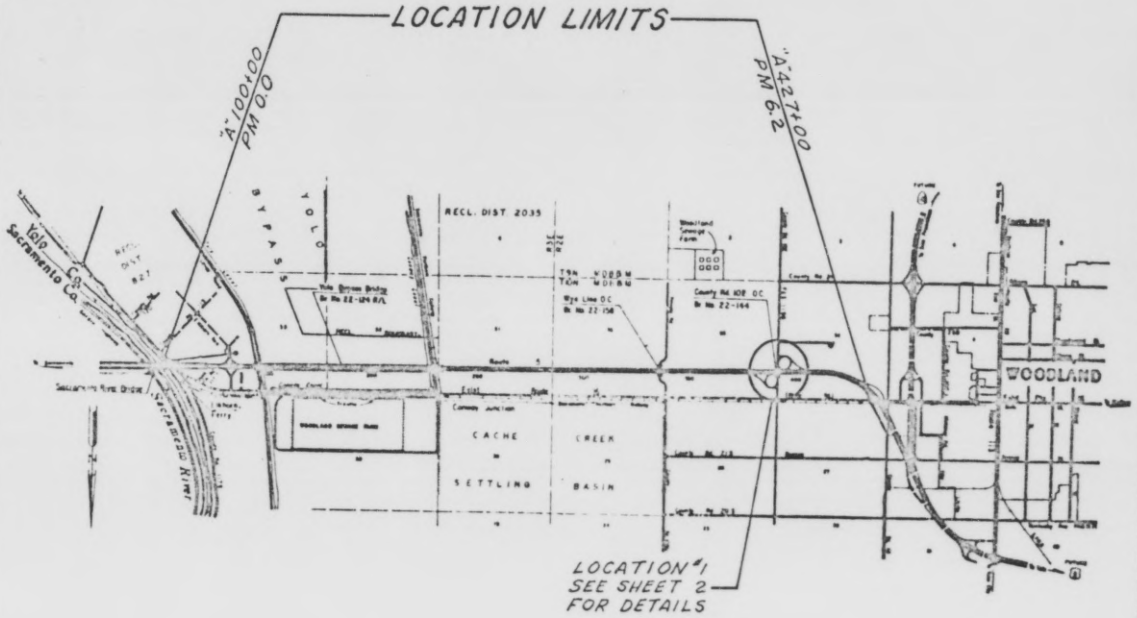
DIST	CO.	RTE	PM / PM	SHEET OF SHEETS	
03	Yol	5	0.0/6.2	1	2

STATE HIGHWAY

In Yolo County, between the Sacramento County Line near Elkhorn and Route 16 near Woodland

EXHIBIT "A"

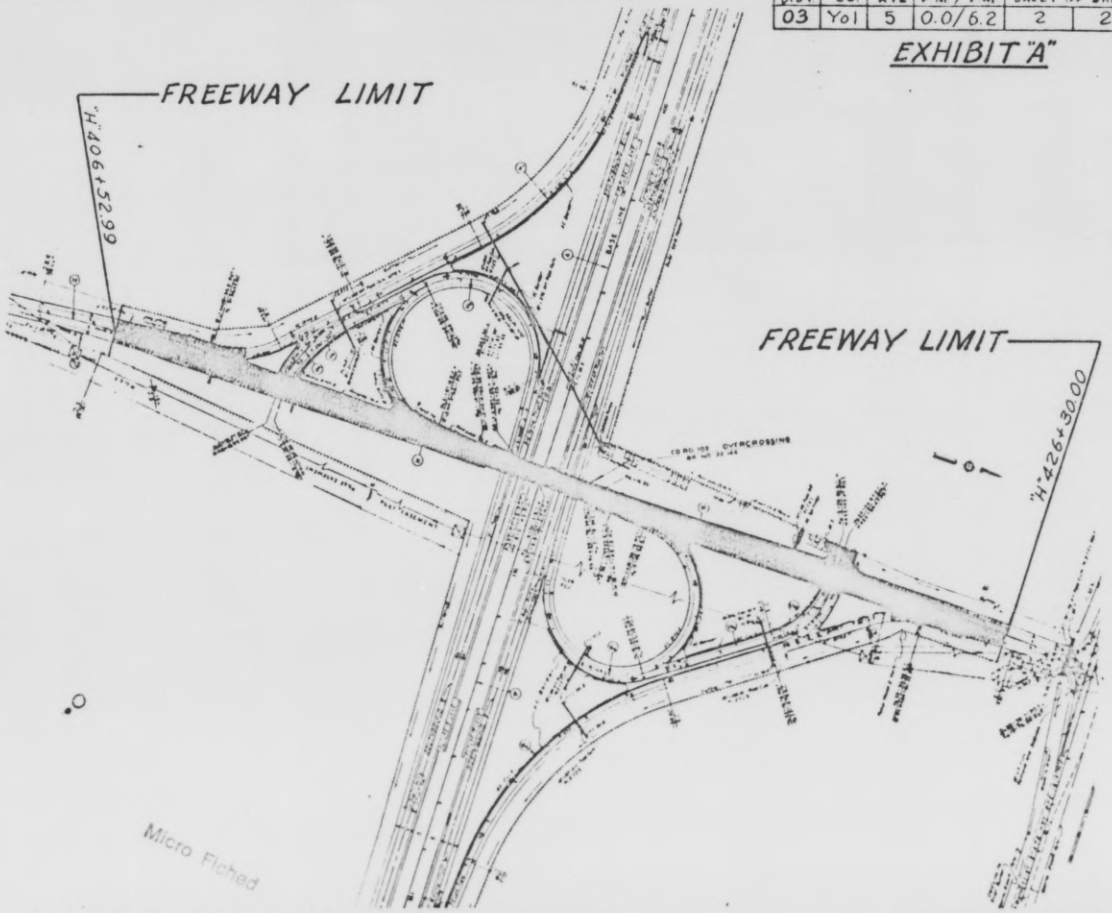
Micro Fiched



VICINITY MAP
FREEWAY MAINTENANCE
AGREEMENT

DIST	CO.	RTE	PM / PM	SHEET OF SHEETS	
03	Yol	5	0.0/6.2	2	2

EXHIBIT "A"



AREA TO BE MAINTAINED BY COUNTY

LOCATION #1

Micro Fiched

RECEIVED
DEC - 3 1968
LAURENCE P. HENIGAN
By Barbara Rodgers

RESOLUTION NO. 68-135

Micro Fiched

BE IT RESOLVED by the Board of Supervisors of Yolo County that the Chairman of the Board is hereby authorized and directed to execute the attached Freeway Maintenance Agreement for a portion of Interstate 5 between Sacramento County Line near Elkhorn and Route 16 near Woodland.

PASSED, APPROVED AND ADOPTED by the Board of Supervisors of the County of Yolo this 2nd day of December, 1968 by the following vote:

AYES: Edmonds, Espigares, Stephens, Conner.

NOES: None.

ABSENT: Duncan.

W W Conner
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:
LAURENCE P. HENIGAN, Clerk

By Pete E. Lucas Deputy
(Seal)

APPROVED AS TO FORM:

County Counsel
DEC - 3 1968

Micro Fiched

APPROVED AS TO FORM BY GENERAL COUNSEL
AUGUST 18, 1955

C.S. 7342

RAF - 10/21/63 - V - 21330/320

STREET OR HIGHWAY EASEMENT

YOLO COUNTY
AGREEMENT NO. 62-105

This Indenture, made this day of , 19 , by and between SOUTHERN PACIFIC COMPANY, a corporation of the State of Delaware, herein called "Railroad," and COUNTY OF YOLO, a political subdivision of the State of California, herein called "Grantee";

Witnesseth:

Micro Fiched

1. That Railroad hereby grants to Grantee the right to construct, reconstruct, maintain and use a street or highway, hereinafter termed "highway," upon and across the real property described on the attached Exhibit "A."

2. The rights herein granted are expressly limited vertically and shall not extend beyond a plane parallel with and twenty (20) feet above the roadway surface of the highway as originally constructed, except that lighting fixtures and similar highway appurtenances may extend above said plane, provided that any such facilities will be removed or rearranged within thirty (30) days after notification from Railroad that such facilities interfere with Railroad's intended use of the space above said plane.

3. This grant is subject and subordinate to the prior right of Railroad to use all the property described in the performance of its duty as a common carrier, and there is reserved unto Railroad the right to construct, reconstruct, maintain, use and remove existing and future, railroad, transportation, communication and pipeline facilities and appurtenances in, upon, over, under, across or along said property. In event tracks are removed from said property, Railroad shall not be obligated to make any change in the grade of said highway.

This grant is subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens and claims of title which may affect said property, and the word "grant" shall not be construed as a covenant against the existence thereof.

4. The rights herein granted shall lapse and become void if the construction or reconstruction of said highway is not commenced within one (1) year from the date first herein written.

5. This grant shall not be construed as conveying or otherwise vesting in Grantee the right to install or to authorize the installation of any ditches, pipes, drains, sewer or underground structures, or the facilities of any telegraph, telephone or electric power lines in, upon, over, under, across or along said property, except as necessary for maintenance of said highway.

6. Grantee shall obtain any necessary governmental authority to construct, reconstruct, maintain and use said highway. Any contractor performing work on the property herein described shall execute Railroad's standard form of contractor's agreement prior to commencing any work on Railroad's premises.

7. Except as herein otherwise provided, Grantee shall bear the entire expense of constructing, reconstructing and maintaining said highway. The crossing of said highway over any tracks of Railroad shall be constructed and maintained at the grade of said tracks now or hereafter existing. After the construction or reconstruction of said highway has been completed, Railroad shall maintain the surface of that portion of said highway between lines two (2) feet outside the rails of each track located thereon. Should Railroad abandon tracks leading to said highway, Railroad may abandon its rails, ties and appurtenant materials and leave the same in place. In such event, Railroad shall not be liable for maintenance of the portion of said highway specified above.

8. As part consideration herefor, Grantee agrees to pay Railroad an amount equal to all assessments levied by any lawful body against the property of Railroad to defray any part of the expense incurred in connection with the construction or reconstruction of said highway commenced within one (1) year from the date first herein written.

9. Should Grantee at any time abandon the use of said property or any part thereof, or fail to use the same for said purpose for a continuous period of one (1) year, the rights granted shall cease to the extent of the use so abandoned or discontinued, and Railroad shall at once have the right, in addition to, but not in qualification of, the rights hereinabove reserved, to resume exclusive possession of said property or the part thereof the use of which is so discontinued or abandoned. Upon termination of the rights hereby granted, Grantee agrees to remove said highway, including the paving, from said property of Railroad, to restore said property as nearly as practicable to the same state and condition in which it existed prior to the construction of said highway, and to bear the expense thereof. Should Grantee in such event fail, neglect or refuse to so remove said highway and restore said property, such removal and restoration may be performed by Railroad, at the expense of Grantee, which expense Grantee agrees to pay to Railroad upon demand.

10. Should Railroad remove or abandon in place all of its facilities at said location and Railroad no longer desires to retain interest in said property, Grantee shall be required to purchase Railroad's interest in said property at the then fair market value.

11. This indenture shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

12. It is understood and agreed that Sections 13 to 17, inclusive, on the Insert hereto attached are hereby made parts of this indenture.

APPROVED AS TO FORM
Dated DEC 18 1963
[signature]

Micro Fiched

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate as of the day and year first herein written.

COUNTY OF YOLO

By [signature]
Chairman, Board of Supervisors

[signature]
Clerk

SOUTHERN PACIFIC COMPANY

By _____
(Title)

_____
Attest

INSERT

County Road 18
Crossing No. AE-88.7
Yolo, California

Micro Filmed

13. Railroad shall furnish all necessary labor,materials. tools and equipment to perform the following work:

a. prepare its tracks, including necessary change of running rail and install timber planking along the rails of the tracks through said highway;

b. alter, raise and/or relocate Railroad's overhead signal wires. poles. guy wires and appurtenances as necessary to provide proper clearance for said highway;

c. install two (2) flashing light grade crossing signals equipped with automatic gate arms, together with necessary actuating and operating circuits and adequate instrument housing, hereinafter collectively referred to as "signals" at said highway. Said signals shall be located approximately as indicated on the attached print. Installation of and all materials for said signals shall be in accordance with Railroad's usual standards; and,

d. concurrent with opening of said highway, remove existing grade crossing of County Road 18, together with existing protective devices.

14. The work to be performed hereunder is undertaken as a part of a Federal Aid Project, and Railroad under separate arrangement with State of California, Highway Department, is to be reimbursed for all expenses incurred by Railroad in connection therewith; except, however, that Railroad shall contribute ten per cent (10%) of the cost of signal installation and removal of existing protective devices. The reimbursement to Railroad by State of California for expense incurred by Railroad hereunder shall be subject to the provisions of the United States, Department of Commerce, Bureau of Public Roads, Policy and Procedure Memorandum No. 30-3 and any supplements thereto.

15. After installation of said signals has been completed, Railroad shall maintain same so long as they remain in place. Cost of maintaining said signals shall be borne and paid for by the parties hereto in accordance with Order or Resolution of the California Public Utilities Commission apportioning the cost of maintenance, provided however, that the liability of Grantee to pay its share of said maintenance cost assigned to Grantee by said Public Utilities shall be limited to the amount of sums paid to Grantee from funds set aside for allocation to said Public Utilities Commission pursuant to Section 1231.1 of the California Public Utilities Code. The precise manner and method of determining applicable charges, manner and method of payment and other procedures under said section shall be governed by any applicable decisions of the California Public Utilities Commission.

Micro Fiched

16. Grantee agrees to take all necessary action to abandon and close to public use, that portion of the existing County Road 18, crossing the property of Railroad as indicated on said print. Grantee hereby quitclaims unto Railroad all the rights, title and interest of Grantee in and to the following described real property:

Those certain pieces or parcels of land situate, lying and being in the County of Yolo, State of California, described as follows:

Parcel No. 1

Beginning at the intersection of the southwesterly line of the right of way of the Southern Pacific Railroad Company with the line between Sections 7 and 18, Township 10 North, Range 2 East, Mount Diablo Meridian, said intersection being South 88° 21' East, 667.5 feet from the northwest corner of said Section 18; thence North 39° 36' West along said line of right of way, 33.25 feet to a point 25.00 feet northerly at right angles from the line between said Sections 7 and 18; thence South 88° 21' East parallel with the line between said Sections 7 and 18 a distance of 133.0 feet to the northeasterly line of said right of way; thence South 39° 36' East along said line of right of way, 33.25 feet to the line between said Sections 7 and 18; thence North 88° 21' West thereon. 133.0 feet to the point of beginning containing 0.076 of an acre, more or less.

Micro Filmed

PARCEL No. 2.

Beginning at the intersection of the southwesterly line of the right of way of the Southern Pacific Railroad Company with the line between Sections 7 and 18, Township 10 North, Range 2 East, Mount Diablo Meridian, said intersection being South 88° 21' East, 667.5 feet from the northwest corner of said Section 18; thence South 39° 36' East along said line of right of way, 33.25 feet to a point 25.00 feet southerly at right angles from the line between said Sections 7 and 18; thence South 88° 21' East parallel with the line between said Sections 7 and 18 a distance of 133.0 feet to the northeasterly line of said right of way; thence North 39° 36' West along said line of right of way, 33.25 feet to the line between said Sections 7 and 18; thence North 88° 21' West thereon, 133.00 feet to the point of beginning, containing 0.076 of an acre, more or less.

17. The work to be performed by Railroad hereunder shall be Railroad hereunder shall be commenced as soon as labor and materials are available following execution of this indenture, and shall be completed within one (1) year thereafter.

Micro Fiched

EXHIBIT "A"

County Road 18
Crossing No. AE-88.7

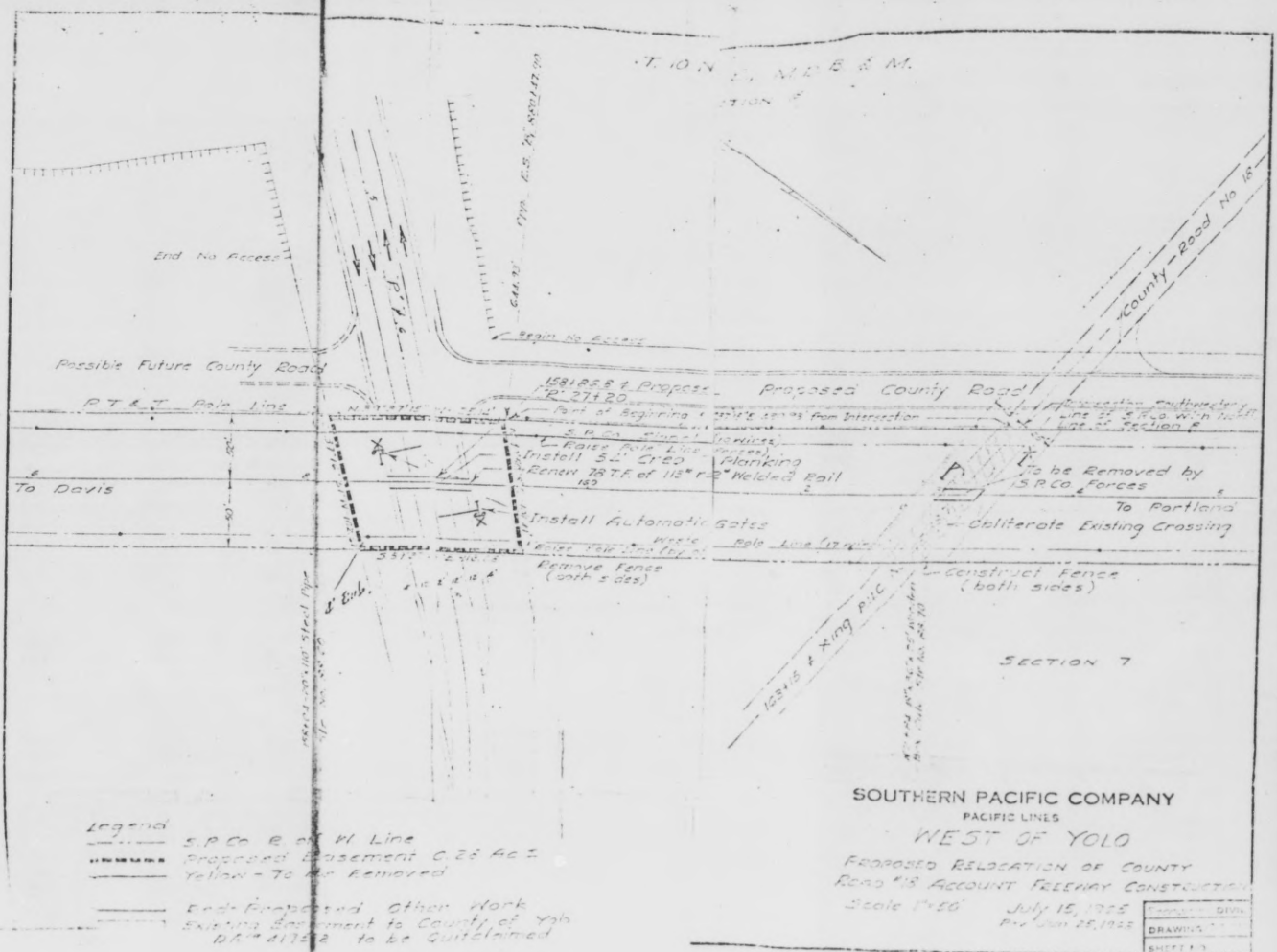
A portion of the 100-foot wide strip of land in the Northwest 1/4 of Section 18, T.10N., R.2E., M.D.B.&M., described in the deed to The Northern Railway Company recorded August 13, 1875 in Book "S" of Deeds at page 410, Records of Yolo County. Said portion being all that part thereof described as follows:

Micro Filmed

Beginning on the Southwesterly line of said strip at a point that is S. 39° 37' 15" E. 430.93 feet from its intersection with the North line of said Section 18, said point also being 644.92 feet Northeasterly, measured radially from the base line at Engineer's Station "B1" 880+47.90 of the Department of Public Works' Survey on Road 03-Yol-5 P.M. 6.7/11.1; thence from said point of beginning, along said Southwesterly line S. 39° 37' 15" E. 125.14 feet; thence leaving said Southwesterly line N. 37° 16' 51" E. 102.67 feet to the Northeasterly line of said strip; thence along said Northeasterly line, N. 39° 37' 15" W. 118.68 feet; thence leaving said Northeasterly line, S. 40° 50' 18" W. 101.41 feet to the point of beginning; containing 0.28 acres, more or less.

The above-described real property is shown on the print of Railroad's Sacramento Division Drawing O-2028, revised January 25, 1968, attached and made a part hereof.

Micro Filmed



SOUTHERN PACIFIC COMPANY

PACIFIC LINES

WEST OF YOLO

PROPOSED RELOCATION OF COUNTY ROAD #18 ACCOUNT FREEWAY CONSTRUCTION

Scale 1"=50' July 15, 1955

Prel. Plan 25, 1955

DRAWING

SHEET

DRAWN

FILED

JAN 21 1969

LAURENCE P. HENIGAN, Clark

By [signature] Deputy

STATE OF CALIFORNIA
STANDARD AGREEMENT

YOLO COUNTY
AGREEMENT NO. 68-105

NUMBER 280AIII

THIS AGREEMENT, Made and entered into this 30th day of July, 19 68, at Sacramento, County of Sacramento, State of California, by and between State of California, through its duly elected or appointed, qualified and acting Chief, Office of Fiscal and Management Services (Title of officer acting for State) Department of Public Health (Department or other agency) hereinafter called the State, and

County of Yolo

hereinafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

1. In that certain agreement between this Department and County of Yolo, dated July 1, 1967, and approved by the State Department of General Services on September 29, 1967

   a. paragraph 4 is amended to read as follows:
   "4. State shall reimburse the Contractor not more frequently than monthly for actual expenditures in accordance with the budget herein contained, upon receipt of invoices in triplicate. The total liability of the State under this contract shall not exceed $37,152."

   b. The Budget is amended to read as follows:

   "Budget

(continued on reverse side)

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, This agreement has been executed, in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

STATE OF CALIFORNIA

Department of Public Health

By [signature] (Name of State officer)

Chief, Office of Fiscal and Management Services (Title)

Contractor County of Yolo (If other than an individual, state whether a corporation, partnership, etc.)

By [signature]

CHAIRMAN, BOARD OF SUPERVISORS, COUNTY OF YOLO, STATE OF CALIFORNIA (Title)

Courthouse Woodland, California (Address)

(Continued on ..... sheets, each bearing name of Contractor)

"I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1241.3 have been complied with and this document is exempt from review by the Department of Finance."

DO NOT WRITE IN THIS SPACE

Approved as to legality and form
Department of General Services
APPROVED
JAN 9 1969
By ANDREW R. LOLLI, Director
[signature]
Asst. Chief Counsel

To Be Charged Against

Appropriation Supp Item 128, CH 500/67 F.Y. 1967/68

Function or Fund General

Line Item Allotment 027-40.1 IG 065 (68) ☒ O.E. ☐ Eq

Chgs. Proj. for Pers. Hlth. Facilities

Amount of this Estimate	665.00
Unencumbered remainder after posting this estimate to Allotment Expenditure Ledger	
Adjustment increasing encumbrances	
Adjustment decreasing encumbrances	

I Hereby Certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. (After T.B.A. No. ..... or B.R. No. .....)

[signature]
Signature of Accounting Officer

Micro Fiched

1. The State hereby agrees to pay for the services and materials at the times, in the manner and for the consideration, herein expressed.

2. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract. The Contractor shall provide necessary workman's compensation insurance at Contractor's own cost and expense.

3. The parties hereto agree that the Contractor, and any agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

4. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

5. This agreement is not assignable by Contractor either in whole or in part.

6. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

7. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

8. Contractor shall not be allowed or paid travel or per diem expenses unless set forth in this agreement.

Salaries and Wages	$33,902
Supplies	1,250
Travel	2,000
Total	$37,152"

2. All other terms of said contract shall remain in full force and effect.

Micro Fiched

Approved as to Form
Dated [illegible] 23 1969

County Counsel of Yolo County

FILED
DEC 13 1968
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 68-106

(Yolo County Communications Department Service Agreement)

Micro Fiched

THIS AGREEMENT made and entered into this 5 day of December, 1968, by and between the COUNTY OF YOLO, hereinafter called COUNTY, and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation, hereinafter called OWNER, each a governmental entity, organized and existing under and by virtue of the law of the State of California; and

WHEREAS, it is the desire of the OWNER, that the COUNTY service, repair, and maintain all of the radio communication equipment of the OWNER; and

University of California, Davis, Police Department
D. Moore
12-5-68

WHEREAS, it is the desire of the COUNTY to service, repair and maintain the said radio communication equipment of the OWNER that operates on the radio system licensed to the COUNTY, and operating in the Police Radio Service,

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. That the COUNTY will, when notified by the OWNER, repair, service and maintain the said radio communications equipment; said OWNER shall allow the Yolo County Communications Department personnel a reasonable amount of time to arrive at the location where said equipment to be repaired, serviced and maintained is situated.

Micro Fiched

2. COUNTY will provide to OWNER common equipment service consisting of the use of the mobile repeater unit operated by and licensed to COUNTY to facilitate the operation of OWNER'S mobile end control units and handi-talki units.

3. COUNTY shall provide daily telephone answering service for OWNER'S police department between the hours of midnight and 8:00 A. M., seven days per week and 8:00 A.M. till midnight on Saturdays and Sundays.

4. It is mutually agreed that OWNER shall provide, at no cost to COUNTY, all telephone facilities necessary for proper and efficient telephone answering services.

Micro Fiched

5. It is further agreed that COUNTY shall provide radio dispatch services to OWNER for the same periods as telephone answering services are provided in paragraph 3 of this agreement.

6. It is mutually agreed that the COUNTY shall charge, and the OWNER shall pay to the COUNTY, the following amounts as indicated for the services, repairs, maintenance, and dispatch-answering services listed herein.

(a) Seven and 50/100 Dollars ($7.50) per man hour shall be charged for labor. All labor charges shall commence upon leaving the county shop and will terminate upon return to the county shop.

(b) All parts to be charged out at COST PLUS TEN PERCENT (10%).

(c) Standard mobile installations shall be Thirty Dollars ($30.00).

(d) Removal of mobile units shall be Seven and 50/100 Dollars ($7.50).

(e) Required F.C.C. measurements shall be charged at the same rate as the charge for one (1) man hour. HOWEVER, it is further agreed that the rates charged for this service does not include labor for repairs to the equipment.

Micro Fiched

(f) The rate for the communications services consisting of common equipment service shall be Ten Dollars ($10.00) per month per mobile unit and Ten Dollars ($10.00) per month per base or control unit operated by OWNER.

(g) The rate for dispatch-telephone answering services shall be One Hundred Dollars ($100.00) per month.

7. It is mutually agreed that the OWNER shall hold the COUNTY harmless for any damage or injury to person or property which may result from the failure, for any and all reasons, of the Yolo County Communications Department in fulfilling the terms of this agreement.

Micro Fiched

8. It is mutually agreed that this agreement shall remain in force until the same is terminated by either party hereto by giving sixty (60) days notice in writing to the other party of their intention to terminate same.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this 5 day of December, 1968.

COUNTY OF YOLO

BY W W Carver
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY Pete E. Swan
DEPUTY

DEC 13 1968

(SEAL)

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation

BY Bruce Moon

Micro Fiched

AGREEMENT NO. 68-107

(21)

Broderick, California

December 3, 19 68

Beatrice E. Lindale

Grantor

FILED
DEC 13 1968
LAURENCE P. HENIGAN, Clerk
By Barbara Balajeva
Deputy

RIGHT OF WAY CONTRACT - COUNTY HIGHWAY

Document No. 68-24 in the form of a Grant Deed covering the following described property:

A parcel of land being a portion of Lot 44 of Riverloam Acres, according to the Official Plat thereof, filed for record in the Office of the Recorder of Yolo County, California, in Book 3 of Maps, at Page 46, more fully described as follows:

Micro Fiched

COMMENCING at the Southeast corner of said Lot 44, said corner being on the centerline of Rice Avenue (formerly Bryte Avenue), thence Northerly along the East line of said Lot 44, North 14°34' 40" East 21.12 feet to the TRUE POINT OF BEGINNING; THENCE continuing along said East line North 14°34'40" East 169.78 feet; thence South 85°49'40" West 31.68 feet; thence along a line 30.00 feet West of and parallel with the East line of said Lot 44, South 14°34'40" West 105.48 feet to a tangent curve; thence Southwesterly along said curve, concave to the Northwest, with a radius of 75.00 feet, thru a central angle of 71°15'00", an arc length of 93.27 feet; thence South 85°49'40" West 65.58 feet; thence South 14°34'40" West 10.56 feet to the North line of said Rice Avenue; thence along said North line, being 20.00 feet North of and parallel with the centerline of said Rice Avenue, North 85°49'40" East 151.00 feet to the true point of beginning.

Containing 0.157 acres.

Micro Fiched

has been executed and delivered to H. Van Reyper, Director of Public Works of the County of Yolo.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said

document and shall relieve the County of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.

2. The County shall:

A. Pay the undersigned grantor the sum of nine hundred ninety dollars ($990.00) for the property as conveyed by Grant Deed No. 68-24 within ninety (90) days after date title to said property vests in, or is in escrow for the County of Yolo, free and clear of all liens, encumbrances, assessments, easements (except those of record), and leases, recorded and unrecorded, subject only to general and special County taxes for the fiscal year 1968-69.

B. Pay all escrow and recording fees incurred in this transaction, and if title insurance is desired by County, the premium charged therefor. This transaction will be handled through Escrow No. 59004 with Western Title Company of Woodland.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Micro Fiched

Approved as to Form
Dated DEC 13 1968

County Counsel of Yolo County

Beatrice C. Lindale

Grantor

Recommended for Approval,

By _____
Director of Public Works

Chairman of the Board of Supervisors
County of Yolo, State of California

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

Micro Fiched

AGREEMENT NO. 68-108

FILED
DEC 30 1968
LAURENCE P. HENIGAN, Clerk
By: [signature] Deputy

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 23rd day of December, 19 68, by and between

Carl Watts Cement Contractor

Micro Fiched

hereinafter termed "Contractor," and the County of Yolo, hereinafter termed "County";

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the Contractor's accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said County, and under the conditions expressed in the two bonds, bearing even date with this contract, and hereunto attached, the said Contractor agrees with said County at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications and plans to be furnished by said County necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the Department of Public Works, of the County of Yolo,

Micro Fiched

Improvements to curb, gutter and sidewalk areas in and about the new Yolo County Jail and the Yolo County Courthouse in Woodland, California

(Description and Location of Project)

in accordance with the special provisions, and specifications of the County of Yolo, which said special provisions and specifications are hereby specifically referred to and by such reference made a part hereof.

The work to be done is shown upon a set of plans entitled County of Yolo, Department of Public Works,

Sidewalk Reconstruction and Improvements to County Courthouse and New County Jail

(Plan Index No. 618.28-618.30) (WO # 0230)

Approved 11/8/68 (date), by the Director of Public Works, which said set of plans is hereby made a part of this contract.

ARTICLE II - And the said Contractor agrees to receive and accept the prices as set forth in the accepted proposal as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them.

ARTICLE III - The said County hereby fixes the time for commencement of said work to be within fifteen (15) days next after the date of this Contract and for its completion to be within 15 working days next after the actual date of commencement; and further promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE IV - It is mutually agreed by and between the County and the Contractor that the time of service of any laborer, workman or mechanic employed upon any part of the foregoing work shall be limited and restricted to eight (8) hours during any one calendar day, and neither said party nor any

Micro Filmed

subcontractor or other person employed upon said work shall require, suffer, or permit any such laborer, workman or mechanic to labor thereon more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger of life or property.

ARTICLE V - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Special Provisions which are hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

ARTICLE VI - It is further stipulated and agreed by and between the County and the Contractor hereto that no alien shall be employed upon any part of the foregoing work, except in cases of extraordinary emergency caused by fire, flood or danger to life or property, or except to work upon public, military or naval defenses or work in time of war. For any breach of any of the stipulations contained in the above paragraphs relative to hours of labor, rates of wages and employment of aliens, the Contractor shall forfeit to the said Board of Supervisors of the County of Yolo, to be retained by said County out of monies payable to said party under the terms of this Contract, a penalty in the sum of Ten (10) Dollars per day for each laborer, workman or mechanic employed in the execution of said Contract, by said Contractor, or any subcontractor under it for each calendar day during which any such laborer, workman or mechanic is required and/or permitted to labor more than eight (8) hours in violation of and/or is paid a rate of wages in violation of the provisions of said paragraphs and the stipulations of this Contract.

ARTICLE VII - It is further stipulated and agreed that the materials and supplies used in the work herein described shall be only such as are substantially produced in the United States of America, as required by Chapter 4 of Division 5 of Title 1 of the Government Code of the State of California.

IN WITNESS WHEREOF, the Parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED: CHARLES R. MACK, County Counsel, By Robert K Baker, Deputy
(County Counsel)

COUNTY OF YOLO

By W W Comm
Chairman of the Board of Supervisors

ATTEST:
Laurence P. Mahfgan, Clerk

By Lolie E. Jones, Deputy

By Earl Watt Jr.
President of Corporation
Contractor

FILED
MAR 18 1969
LAURENCE P. HENGAN, Clerk
By

RAF - 12/2/68/ V - 21330/321-2

YOLO COUNTY
AGREEMENT NO. 68-109

THIS AGREEMENT, made this 30th day of December, 1968, by and between SOUTHERN PACIFIC COMPANY, a corporation herein termed "Railroad", and COUNTY OF YOLO, a political subdivision of the State of California, herein termed "County";

RECITALS

The parties hereto desire to evidence by this instrument their agreements with respect to the improvement of protective devices at the crossing of County Road 17 over tracks and property of Railroad at or near Yolo in the County of Yolo, State of California, (Crossing No. AE-89.9).

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AGREEMENT

NOW, THEREFORE, it is mutually agreed as follows:

1. Railroad shall furnish all necessary labor, materials, tools and equipment and shall relocate two (2) existing flashing light grade crossing signals and equip each of said signals with automatic gate arms and, in addition, install one (1) flashing light grade crossing signal on the westerly side of the most westerly side track through said crossing. All of said signals, and automatic gate arms, necessary and actuating and operating circuits and controls shall hereinafter be collectively referred to as "signals". Said signals shall be placed in locations indicated on the print of Railroad's Sacramento Division Drawing U-2384, revised March 20, 1968, attached and made a part hereof. Installation of and all materials for said signals shall be in accordance with Railroad's usual standards.

County agrees to reimburse Railroad for fifty per cent (50%) of all cost and expense incurred by Railroad in connection with the furnishing of materials and performing the work specified in this Section 1.

2. County agrees to take all necessary action to vacate and close to public use, that portion of the existing Fifth Street grade crossing (Crossing No. AE 89.7) which crosses property of Railroad. Railroad, at its expense shall place barricades as

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required and remove pavement as necessary to close the said crossing No. AE-89.7 to public use.

3. Railroad shall submit to County a bill for sixty per cent (60%) of its share of the estimated cost upon completion of work contemplated, which bill County agrees to promptly pay. Should the actual cost prove upon completion of audit to be more or less than such estimated cost, the difference shall be promptly paid by County or refunded by Railroad, as the case may be.

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4. After installation of said signals has been completed, Railroad shall maintain same so long as they remain in place. Cost of maintaining said signals shall be borne and paid for by the parties hereto in accordance with Order or Resolution of the California Public Utilities Commission apportioning the cost of maintenance, provided however, that the liability of County to pay its share of said maintenance cost assigned to County by said Public Utilities Commission shall be limited to the amount of sums paid to County from funds set aside for allocation to said Public Utilities Commission pursuant to Section 1231.1 of the California Public Utilities Code. The precise manner and method of determining applicable charges, manner and method of payment and other procedures under said section shall be governed by any applicable decisions of the California Public Utilities Commission.

5. The work to be performed by Railroad hereunder shall be commenced as soon as labor and materials are available following execution of this agreement, and shall be completed within one (1) year thereafter.

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6. This agreement shall be binding upon and inure to the benefit of the successors and assigns of Railroad and the assigns of County.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate the day and year first herein written.

COUNTY OF YOLO

By _____
Chairman, Board of Supervisors

By LAURENCE P. HENIGAN
Clerk, Board of Supervisors

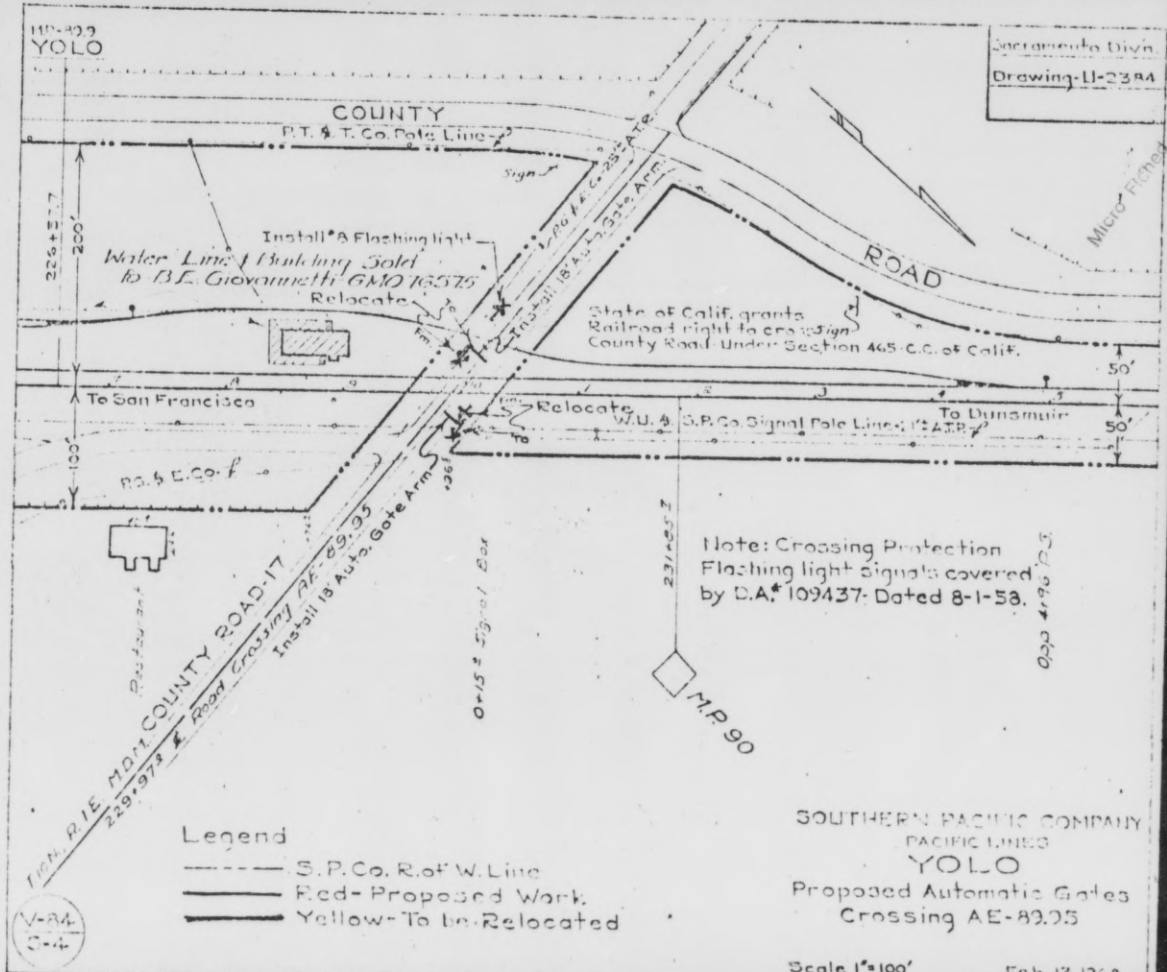
By _____ Deputy

Approved as to Form
Date JAN 7 1969
County Counsel of Yolo County

SOUTHERN PACIFIC COMPANY

By _____
(Title)

Attest: _____
Assistant Secretary


MP-89.3
YOLO
Micro Filmed
COUNTY
P.T. & T. Co. Pole Line
Sacramento Divn.
Drawing-U-2384
Sign
Install "A Flashing light
Water Line & Building Sold
to B.E. Giovannetti GMO 16575
Relocate
Install 18' Auto. Gate Arm
State of Calif. grants
Railroad right to cross Sign
County Road Under Section 465 C.C. of Calif.
ROAD
50'
To San Francisco
Relocate W.U. & S.P. Co. Signal Pole Lines
To Dunsmuir
50'
100'
Rd. & E.Co. f
Install 18' Auto. Gate Arms
Road Crossing AE-89.05
MP 90
Note: Crossing Protection
Flashing light signals covered
by D.A.# 109437- Dated 8-1-58.
Legend
S.P. Co. R. of W. Line
Red- Proposed Work.
Yellow- To be Relocated
SOUTHERN PACIFIC COMPANY
PACIFIC LINES
YOLO
Proposed Automatic Gates
Crossing AE-89.05
Scale 1"=100'
Feb. 12, 1958
Rev. Mar. 20, 1958
V-84
S-4

STATE OF CALIFORNIA, }
City and County of San Francisco } ss.

On this 10th day of February in the year One Thousand Nine Hundred and Sixty nine
before me, John E. Jurgens, a Notary Public in and for the City an County of San Francisco, State of California, personally appeared
(65 Market St.)
W. M. Jeakle and C. F. Eagen

known to me to be the Vice President and Asst. Secretary

of the corporation described in and that executed the within instrument, and also known to me to be the person s who executed it on behalf of the corporation therin named and they acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco, the day and year in this certificate first above written.

JOHN E. JURGENS
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL PLACE OF BUSINESS IN
CITY AND COUNTY OF
SAN FRANCISCO

My Commission Expires June 14, 1969

Notary Public in and for the City and County of San Francisco, State of California.

Corporation

My Commission Expires June 14, 1969.

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INSERT

County Road 99-S Crossing AE 87.3
Woodland, California

13. Railroad shall furnish all necessary labor, materials, tools and equipment to install and shall install two (2) flashing light grade crossing signals equipped with automatic gate arms, together with necessary actuating and operating circuits and adequate instrument housing hereinafter collectively referred to as "signals" at said crossing. Said signals shall be located approximately as indicated in red on the attached print. Installation of and all materials for said signals shall be in accordance with Railroad's usual standards. Such installation shall include removal of existing crossing signs.

Grantee agrees to reimburse Railroad for fifty per cent (50%) of all cost and expense incurred by Railroad in connection with the furnishing and installation of said signals and removal of existing crossing signs.

14. Railroad, at its expense, will remove the existing grade crossing in the track area and prepare its tracks, including necessary rail change and the furnishing and installation of solid timber planking along the rails of the tracks through the existing portion of the crossing area.

Railroad, at the expense of Grantee, shall install timber planking along the rails of the tracks in the widened portions of the crossing area. Grantee agrees to reimburse Railroad for all cost and expense incurred by Railroad in connection therewith.

15. Railroad shall submit to Grantee a bill for sixty per cent (60%) of its share of the estimated cost upon completion of work, contemplated, which bill Grantee agrees to promptly pay. Should the actual cost prove upon completion of audit to be more or less than such estimated cost, the difference shall be promptly paid by Grantee or refunded by Railroad as the case may be.

16. After installation of said signals has been completed, Railroad shall maintain same so long as they remain in place. Cost of maintaining said signals shall be borne and paid for by the parties hereto in accordance with Order or Resolution of California Public Utilities Commission apportioning the cost of maintenance provided, however, that the liability of Grantee to pay its share of said maintenance cost assigned to Grantee by said Public Utilities Commission, shall be limited to the amount of sums paid to Grantee from funds set aside for allocation to said Public Utilities Commission, pursuant to Section 1231.1 of the Public Utilities Code. The precise manner and method of determining applicable charges, manner and method of payment and other procedures under said section shall be governed by any applicable decisions of the California Public Utilities Commission.

17. The work to be performed by Railroad hereunder shall be commenced as soon as labor and materials are available, following execution of this agreement and shall be completed within one (1) year thereafter.

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FILED

APPROVED AS TO FORM BY GENERAL COUNSEL AUGUST 18, 1965

RAF - 11/26/68 - V - 21340/323

C.S 7362

LAURENCE P. HENIGAN, Clerk
By Deputy

STREET OR HIGHWAY EASEMENT

YOLO COUNTY AGREEMENT NO. 68-110

This Indenture, made this 30th day of December, 1968, by and between SOUTHERN PACIFIC COMPANY, a corporation of the State of Delaware, herein called "Railroad," and COUNTY OF YOLO, a political subdivision of the State of California, herein called "Grantee";

Witnesseth:

1. That Railroad hereby grants to Grantee the right to construct, reconstruct, maintain and use a street or highway, hereinafter termed "highway," upon and across the real property described on the attached Exhibit "A."

2. The rights herein granted are expressly limited vertically and shall not extend beyond a plane parallel with and twenty (20) feet above the roadway surface of the highway as originally constructed, except that lighting fixtures and similar highway appurtenances may extend above said plane, provided that any such facilities will be removed or rearranged within thirty (30) days after notification from Railroad that such facilities interfere with Railroad's intended use of the space above said plane.

3. This grant is subject and subordinate to the prior right of Railroad to use all the property described in the performance of its duty as a common carrier, and there is reserved unto Railroad the right to construct, reconstruct, maintain, use and remove existing and future railroad, transportation, communication and pipeline facilities and appurtenances in, upon, over, under, across or along said property. In event tracks are removed from said property, Railroad shall not be obligated to make any change in the grade of said highway.

This grant is subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens and claims of title which may affect said property, and the word "grant" shall not be construed as a covenant against the existence thereof.

4. The rights herein granted shall lapse and become void if the construction or reconstruction of said highway is not commenced within one (1) year from the date first herein written.

5. This grant shall not be construed as conveying or otherwise vesting in Grantee the right to install or to authorize the installation of any ditches, pipes, drains, sewer or underground structures, or the facilities of any telegraph, telephone or electric power lines in, upon, over, under, across or along said property, except as necessary for maintenance of said highway.

6. Grantee shall obtain any necessary governmental authority to construct, reconstruct, maintain and use said highway. Any contractor performing work on the property herein described shall execute Railroad's standard form of contractor's agreement prior to commencing any work on Railroad's premises.

7. Except as herein otherwise provided, Grantee shall bear the entire expense of constructing, reconstructing and maintaining said highway. The crossing of said highway over any tracks of Railroad shall be constructed and maintained at the grade of said tracks now or hereafter existing. After the construction or reconstruction of said highway has been completed, Railroad shall maintain the surface of that portion of said highway between lines two (2) feet outside the rails of each track located thereon. Should Railroad abandon tracks leading to said highway, Railroad may abandon its rails, ties and appurtenant materials and leave the same in place. In such event, Railroad shall not be liable for maintenance of the portion of said highway specified above.

8. As part consideration herefor, Grantee agrees to pay Railroad an amount equal to all assessments levied by any lawful body against the property of Railroad to defray any part of the expense incurred in connection with the construction or reconstruction of said highway commenced within one (1) year from the date first herein written.

9. Should Grantee at any time abandon the use of said property or any part thereof, or fail to use the same for said purpose for a continuous period of one (1) year, the rights granted shall cease to the extent of the use so abandoned or discontinued, and Railroad shall at once have the right, in addition to, but not in qualification of, the rights hereinabove reserved, to resume exclusive possession of said property or the part thereof the use of which is so discontinued or abandoned. Upon termination of the rights hereby granted, Grantee agrees to remove said highway, including the paving, from said property of Railroad, to restore said property as nearly as practicable to the same state and condition in which it existed prior to the construction of said highway, and to bear the expense thereof. Should Grantee in such event fail, neglect or refuse to so remove said highway and restore said property, such removal and restoration may be performed by Railroad, at the expense of Grantee, which expense Grantee agrees to pay to Railroad upon demand.

10. Should Railroad remove or abandon in place all of its facilities at said location and Railroad no longer desires to retain interest in said property, Grantee shall be required to purchase Railroad's interest in said property at the then fair market value.

11. This indenture shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

12. It is understood and agreed that Sections 13 to 17, inclusive, on the Insert hereto attached are hereby made parts of this indenture.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate as of the day and year first herein written.

COUNTY OF YOLO

By _____
Chairman, Board of Supervisors

By _____
Clerk, Board of Supervisors

Approved as to Form
Dated ... 1968 - V - 21340
County Counsel of Yolo County

SOUTHERN PACIFIC COMPANY

By _____
(Title)

Attest _____
Assistant Secretary

Value of ... not exceed $100

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EXHIBIT "A"

County Road 99-S Crossing AE-87.3
Woodland, California

All that certain piece or parcel of land situate, lying and being in the northwest quarter of Section 20 and the northeast quarter of Section 19, Township 10 North, Range 2 East, Mount Diablo Base and Meridian, in the County of Yolo, State of California, more particularly described as follows:

Beginning at a point in the southwesterly line of land, 100 feet wide, of Southern Pacific Company, distant South 07° 34' 17" East 304.30 feet from the northeast corner of said Section 19, said point of beginning being also distant 50 feet southwesterly, measured at right angles, from the original located center line of said company's main track (Davis to Harrington), and distant 621.77 feet northeasterly measured at right angles, from the base line at Engineer's Station "B_1" 811+13.35 of the Survey for California State Highway Route III-Yol-5 (the California State Zone 2 Co-ordinates for said point of beginning are X = 2,062, 018.48 and Y = 378,474.21); thence North 39° 37' 15" West, along said southwesterly line, 125.50 feet; thence North 00° 01' 04" West, parallel with the east line of said Section 19, a distance of 156.87 feet to a point in the northeasterly line of said Company's land; thence South 39° 37' 15" East, along said northeasterly line, 114.52 feet; thence South 02° 26' 36" East, 165.48 feet to the point of beginning, containing an area of 0.28 of an acre, more or less.

The above described real property is shown on the print of Railroad's Sacramento Division Drawing O-2030, Sheet No. 2 of 2, dated March 11, 1968, attached and made a part hereof.

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+

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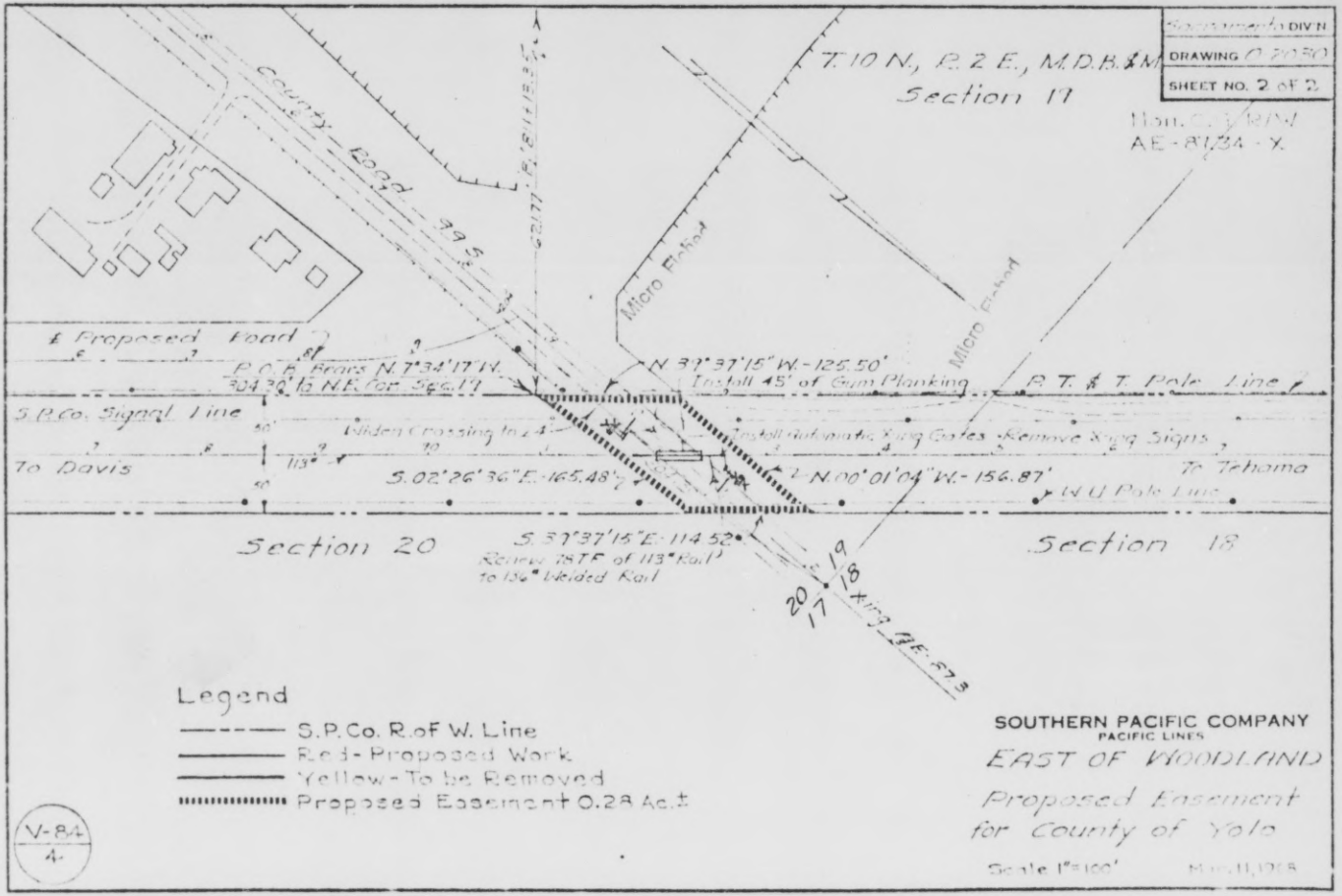
DRAWING C-30150
SHEET NO. 2 of 2
T. 10 N., R. 2 E., M.D.B.&M.
Section 17
Nom. Coord. N
AE - 81,134 - X
County Road 99 S
Micro Etched
Micro Etched
£ Proposed Road
P.O.B. Bears N. 7°34'17" W. 304.36' to N.E. Cor. Sec. 17
N. 31°37'15" W. - 125.50'
Install 45' of Grim Planking
P. T. & T. Pole Line
S.P.Co. Signal Line
Widen Crossing to 24'
Install Automatic Flag Gates Remove Flag Signs
To Davis
S. 02°26'36" E. - 165.48'
N. 00°01'04" W. - 156.87'
To Tehama
W.U. Pole Line
Section 20
S. 31°37'15" E. - 114.52'
Renew 78 T.F. of 113# Rail to 136# Welded Rail
Section 18
Existing P.E. 57.3
Legend
S.P.Co. R. of W. Line
Red - Proposed Work
Yellow - To be Removed
Proposed Easement 0.28 Ac.±
SOUTHERN PACIFIC COMPANY
PACIFIC LINES
EAST OF WOODLAND
Proposed Easement for County of Yolo
Scale 1" = 100'
V-84
4
File 321-2
DRAWER G-6